

County of Los Angeles CHIEF ADMINISTRATIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012 (213) 974-1101 http://cao.co.la.ca.us

Board of Supervisors GLORIA MOLINA First District

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MICHAEL D. ANTONOVICH Fifth District

April 15, 2003

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012

Dear Supervisors:

TWENTY-FIVE YEAR GROUND LEASE SHERIFF'S YOUTH FOUNDATION TELEGRAPH ROAD, SOUTH WHITTIER (FOURTH) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

- 1. Ratify a Tax Equity and Fiscal Responsibility Act (TEFRA) hearing conducted by the Treasurer and Tax Collector's Office.
- 2. Find that the property proposed to be leased is surplus to any present and foreseeable County needs.
- 3. Consider the Negative Declaration together with the fact that no comments were received during the public review process, find that the project will not have a significant effect on the environment, find that the Negative Declaration reflects the independent judgment of the County, approve the Negative Declaration, find that the project will have no adverse effect on fish and wildlife resources and authorize the Chief Administrative Officer (CAO) to complete and file a Certificate of Fee Exemption for the project.

- 4. Approve and instruct the Chair to sign the attached 25 year ground lease with the Sheriff's Youth Foundation (Foundation) for an approximately 25,000 square foot portion of the 26 acre County owned site that comprises the Sheriff's Training Academy Regional Service (STARS) Center in South Whittier, on a gratis basis, to be used by the Foundation for the purpose of constructing an 8,528 square foot youth center at the Foundation's sole cost and expense.
- 5. Approve the project and authorize the CAO and Sheriff's Department to implement the project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Foundation, a private non-profit organization, focuses on forging community partnerships that promote the programs of the Sheriff's Department for the benefit of at risk youth. Currently, the Foundation operates programs from ten Sheriff's stations and three activity centers. The proposed youth center will be modeled on the programs already offered at Century/Firestone in the Florence area and the Audrey and Sydney Irmas Center located in the Athens area.

The proposed program will couple off-duty Sheriff's employee's with personnel from the school districts serving South Whittier and East Whittier to provide a computer equipped learning center, gymnasium for instruction in boxing and martial arts and other programs deemed appropriate by the Foundation. All youths who participate in the sports and recreational programs will also attend programs in the learning center including daily home work review, remedial tutoring and enrichment classes.

The programs offered will not only significantly enhance the probability that these children will attain grade level and successfully complete school, but will provide wholesome alternatives to the temptations of the street, while the overall safety of the community is improved.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The Countywide Strategic Plan directs that we improve the quality of life for the residents of the County's unincorporated communities by offering a wide range of coordinated services that are responsive to the needs of the surrounding area (Goal 6). The County's gratis lease of surplus land to the Foundation will result in construction of a facility in an unincorporated area that will target local youth which will in turn directly contribute to improving the quality of life for families whose children participate in the programs offered.

FISCAL IMPACT/FINANCING

The costs incurred to build and operate the proposed youth center will be entirely financed by the Foundation. It is estimated that the costs to develop this particular youth center will be in excess of \$1,500,000. The Foundation will finance these costs through local fund-raising events and the philanthropic generosity of corporations and individuals. The County in turn will lease the land area required to build the youth center for a nominal amount. At the end of the 25 year term, the facility will become the property of the County.

The Foundation will be responsible for all costs of occupancy including utilities, taxes, insurance and maintenance.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County is authorized by Government Code section 26227 to make property that is not required for County use available to non-profit organizations for programs the County determines will benefit County residents. The Foundation is a non-profit organization that provides recreational and educational programs for at-risk youth in the County.

As a condition to the County granting the proposed ground lease, the Foundation will construct an 8,528 square foot facility at its sole cost and expense. The proposed facility will consist of classrooms, separate locker rooms for boys and girls, a gymnasium, and storage facilities.

The proposed site to be leased to the Foundation is a former tennis court complex which is currently used as a parking area for vehicles impounded by the Sheriff. This parking need will be moved to another area of the STARS Center thereby rendering this land area and the existing improvements surplus to the County's needs and as such, the development of the proposed youth center will not conflict with the Sheriff's on-going activities at the STARS Center.

The County initially paid for the STARS Center with tax-exempt bonds, which do not mature until December 1, 2016. As such, the use of this facility by another party, such as the Foundation, necessitates certain administrative steps be taken to comply with federal tax laws. Pursuant to Section 147(f) of the Internal Revenue Code of 1986, a public hearing must be held for the lease ratified by the local agency. The required TEFRA hearing for this project was duly noticed and held on April 10, 2003 in the Treasurer and Tax Collector's office.

County Counsel has approved the ground lease as to form.

ENVIRONMENTAL DOCUMENTATION

The Sheriff's Department has made an initial study of environmental factors and has concluded that this project will have no significant impact on the environment and no adverse effect on fish and wildlife resources. Accordingly, a Negative Declaration has been prepared and a notice posted on the site as required by the California Environmental Quality Act (CEQA) and the State CEQA Guidelines, Section 15072. Copies of the completed Initial Study, the resulting Negative Declaration, and the Notice of Preparation of Negative Declaration as posted are attached. No comments to the Negative Declaration were eceived. A fee must be paid to the State Department of Fish and Game when certain notices are filed with the Registrar-Recorder/County Clerk.

The County is exempt from paying this fee when your Board finds that a project will have no impact on wildlife resources.

<u>IMPACT ON CURRENT SERVICES (OR PROJECTS)</u>

It is the finding of the CAO and the Sheriff that the proposed ground lease is in the best interests of the County and will adequately provide sufficient space for the programs proposed to be offered by the Foundation.

CONCLUSION

It is requested that the Executive Officer, Board of Supervisors, return two original copies of the executed ground lease and two certified copies of the Minute Order, and the adopted, stamped Board letter to the CAO Real Estate Division at 222 South Hill Street, 3rd Floor, Los Angeles, CA 90012 for further processing.

Respectfully submitted,

DAVID E. JANSSEN Chief Administrative Officer

DEJ:SNY CWW:CK:cc

Attachments

c: County Counsel Auditor-Controller Sheriff

NEGATIVE DECLARATION

I. Location and Description of the Project

The proposed project is for the County of Los Angeles to lease a 24,000 square foot land parcel located within the larger County owned parcel at 11515 South Colima Road, Whittier, California, upon which will be constructed a building which will be used by the Sheriff-s Youth Foundation, a private non-profit organization, for carrying out the functions of structured after-school sports and academic programs for the youth of the surrounding community for instruction in boxing, martial arts and dancing. The facilities, located in the 4th Supervisorial District approximately 18 miles South of the Los Angeles Civic Center, will include a newly constructed 8,528 square foot building consisting of three classrooms with computer lab stations, staff office, boys and girls lockers and restrooms, storage area and gymnasium space located in a one story structure to be built upon the leased land parcel. The center will be constructed and operated by the non-profit Sheriff-s Youth Foundation. It is anticipated that an average of 3 employees will be occupying the premises with the maximum employee occupancy anticipated to be 7. Office hours will be after-school hours from 2:30 P.M. to 7:00 P.M. In addition to the employees, it is anticipated that an average of 60 children from the two nearby school districts, South Whittier and East Whittier will be visiting the facility on a daily basis for purposes of structured after-school programs to children from fourth to tenth grade. The proposed building will have primary frontage along Telegraph Road with the primary public entrance being from an existing driveway entrance along Telegraph Road. This existing driveway entrance currently serves as the secondary entrance to the Sheriff-s Training Academy Regional Service (STARS) Center and provides access to the public and staff parking area which includes 992 on site public parking spaces. There will be no expansion of the existing County-owned STARS Center for this project.

II. Finding of No Significant Effect

Based on the attached initial study, it has been determined that the project will not have a significant effect on the environment.

III. Mitigation Measures

Mitigation measures for this project are discussed in Section V of the attached initial study.

INITIAL STUDY

I. Location and Description of Project

The proposed land area to be leased is located at 11515 South Colima Road in the City of Whittier, California located in the 4th Supervisorial District approximately 18 miles South of the Los Angeles Civic Center and four miles North of the Santa Ana freeway. (See attached map)

The proposed project is for the County of Los Angeles to lease a 24,000 square foot land parcel located within the larger County owned parcel at 11515 South Colima Road, Whittier, California, upon which will be constructed a building which will be used by the Sheriff-s Youth Foundation, a private non-profit organization, for carrying out the functions of structured after-school sports and academic programs for the vouth of the surrounding community for instruction in boxing, martial arts and dancing. The facilities, located in the 4th Supervisorial District approximately 18 miles South of the Los Angeles Civic Center, will include a newly constructed 8,528 square foot building consisting of three classrooms with computer lab stations, staff office, boys and girls lockers and restrooms, storage area and gymnasium space located in a one story structure to be built upon the leased land parcel. The center will be constructed and operated by the non-profit Sheriff-s Youth Foundation. It is anticipated that an average of 3 employees will be occupying the premises with the maximum employee occupancy anticipated to be 7. Office hours will be after-school hours from 2:30 P.M. to 7:00 P.M. In addition to the employees, it is anticipated that an average of 60 children from the two nearby school districts, South Whittier and East Whittier will be visiting the facility on a daily basis for purposes of structured after-school programs to children from fourth to tenth grade. The proposed building will have primary frontage along Telegraph Road with the primary public entrance being from an existing driveway entrance along Telegraph Road. This existing driveway entrance currently serves as the secondary entrance to the Sheriff-s Training Academy Regional Service (STARS) Center and provides access to the public and staff parking area which includes 992 on site public parking spaces. There will be no expansion of the existing County-owned STARS Center for this project.

II. Compatibility with General Plan

This project site is identified as Public Facilities Use with the County of Los Angeles Regional Planning Department. Therefore, the proposed development of a recreation and education facility open to the public is consistent with the space and land use objectives set forth in the County Wide General Use Plan.

III. Environmental Setting

The project site is located in an area of Public Facilities use. The site includes approximately 24,000 square feet of land area which will be improved with an 8,528 square foot building. The site is bordered on the South by Telegraph Road and is otherwise surrounded by the 26 acre, multi building, Sheriffs Training Academy Regional Service Center (STARS) campus.

IV. Identification of Environmental Effects

- A. See Attached Environmental checklist form.
- B. The project will not conflict with adopted environmental plans and goals of the Los Angeles County Regional Plan.
- C. The project will not have a substantial demonstrable negative aesthetic effect on the proposed site. The proposed facility will be maintained in a manner consistent with the existing maintenance of the adjacent STARS Center.
- D. No rare or endangered species of animal or plant or the habitat of the species will be affected by the project. Nor will it interfere substantially with the movement of any resident fish or wildlife species or migratory fish or wildlife species.
- E. The project will not breach published national, state or local standards relating to solid waste or litter control.
- F. Development will not substantially degrade water quality, contaminate water supply, substantially degrade or deplete ground water resources, or interfere substantially with ground water recharge.
- G. There are no known archeological sites existing at the project site.
- H. The proposed project will not induce substantial growth or concentration of population.
- I. The project will not cause a substantial increase to existing traffic. Nor will it affect the carrying capacity of the present street system. This project represents a minor expansion of the existing development within the much larger and more intensively used STARS Center.
- J. The project will not displace any persons from the site.
- K. The project will not, permanently, substantially increase the ambient noise levels to adjoining areas. Noise generated by the proposed use does not exceed that previously experienced in the area. Construction of the proposed project may result in a temporary increase in ambient noise levels which will have a less than significant impact.
- L. The proposed developed project will not cause flooding, erosion or siltation.
- M. The project will not expose people or structures to major geologic hazards.
- N. The project will not expand a sewer trunk line. All necessary utilities are available currently to the facility.

- O. No substantial increase in energy consumption is anticipated by the proposed project.
- P. The project will not disrupt or divide the physical arrangement of established community; nor will it conflict with established recreational, educational, religious or scientific uses in the area.
- Q. No public health or safety hazard or potential public health or safety hazard will be created by this project.
- R. The project will not violate any ambient air quality standard, contribute substantially to an existing or projected air quality violation, or expose sensitive receptors to substantial pollutant concentrations.

V. <u>Discussions of Ways to Mitigate Significant Effects</u>

The proposed project is not expected to create any significant effects on the environment except during the construction of the facility. To mitigate any temporary construction impacts upon the surrounding community the following measures will be implemented:

- A. Time of construction activities are schedule from 7:00 A. M. TO 3:30 P. M., Monday through Friday. No work is schedule on weekends or Holidays.
- B. Temporary noise impacts could occur as a result of construction noise associated with the construction of the proposed project. The proposed project site has an existing 8 foot high concrete masonry block wall on 3 sides West on Telegraph Road, North and South of the site which will reduce noise. Noise sources in the area consist of vehicular traffic noise along Telegraph Road. The project would comply with the Noise Ordinance and would therefore result in a less than significant impact.

VI. Initial Study Preparation

This study was prepared by Eddie Tello of the Los Angeles County Sheriffs Department, Facilities Planning Bureau. Departmental Contact: Gary T. K. Tse, Acting Director (626) 300-3003. This study was completed on November ___, 2002.

NEGATIVE DECLARATION

Department Name: Los Angeles County Sheriff

Project: Valverde Youth Center

Pursuant to Section 15072, California Environmental Quality Act and California Administrative Code Title 14, Division 6

1. <u>Description of the Project</u>

The proposed project is for the County of Los Angeles to lease a 24,000 square foot land parcel located within the larger County owned parcel at 11515 South Colima Road, Whittier, California, upon which will be constructed a building which will be used by the Sheriff-s Youth Foundation, a private non-profit organization, for carrying out the functions of structured after-school sports and academic programs for the youth of the surrounding community for instruction in boxing, martial arts and dancing. The facilities, located in the 4th Supervisorial District approximately 18 miles South of the Los Angeles Civic Center, will include a newly constructed 8,528 square foot building consisting of three classrooms with computer lab stations, staff office, boys and girls lockers and restrooms, storage area and gymnasium space located in a one story structure to be built upon the leased land parcel. The center will be constructed and operated by the non-profit Sheriff-s Youth Foundation. It is anticipated that an average of 3 employees will be occupying the premises with the maximum employee occupancy anticipated to be 7. Office hours will be after-school hours from 2:30 P.M. to 7:00 P.M. In addition to the employees, it is anticipated that an average of 60 children from the two nearby school districts, South Whittier and East Whittier will be visiting the facility on a daily basis for purposes of structured after-school programs to children from fourth to tenth grade. The proposed building will have primary frontage along Telegraph Road with the primary public entrance being from an existing driveway entrance along Telegraph Road. This existing driveway entrance currently serves as the secondary entrance to the Sheriff-s Training Academy Regional Service (STARS) Center and provides access to the public and staff parking area which includes 992 on site public parking spaces. There will be no expansion of the existing County-owned STARS Center for this project.

- 2. a. <u>Location of Project</u>: 11515 South Colima Road Whittier, California 90604 (plot plan attached)
 - b. Name of Project Proponent

County of Los Angeles Sheriffs Department Facilities Planning Bureau 1000 South Fremont Avenue Alhambra, California 91803

3. Finding for Negative Declaration

It has been determined that this project will not have a significant effect on the environment based on information shown in the attached Environmental Information Form dated November 25, 2002, which constitutes the Initial Study of this project.

4. <u>Initial Study</u>

An Initial Study leading to this Negative Declaration has been prepared by the Los Angeles County Sheriffs Department and is attached hereto.

5. Mitigation Measures Included in Project

Mitigation measures during the construction phase of the project are discussed in Section V of the initial study. There are no mitigation measures required for the operation of the proposed facility.

<u>Date</u> <u>Staff Person</u> <u>Telephone</u> 11/21/02 Eddie Tello (626) 300-3021

DATE POSTED

NOTICE OF PREPARATION OF NEGATIVE DECLARATION

This notice is provided as required by the California Environmental quality Act and California Administrative Code Title 14 Division 6, Section 15072 (a) (2) B.

A Negative Declaration has been prepared for this site based on an Initial Study which consists of completion and signing of an Environmental Information Form showing background information as follows:

- 1. Name of Proponent- County of Los Angeles
 Sheriff=s Department
- 2. <u>Address/Phone No.</u> 1000 South Fremont Avenue Alhambra, California 91803

<u>Staff Person</u> <u>Telephone</u> Eddie Tello (626) 300-3021

- 3. Date Information Form Submitted November 25, 2002.
- 4. <u>Agency Requiring Information Form</u> Los Angeles County
 Sheriff=s Department
- 5. Name of Proposal, if Applicable -Valverde Youth Center
- 6. <u>Address of Facility Involved</u> 11515 Colima Road Whittier, California

Interested parties may obtain a copy of the Negative Declaration and the completed Environmental Information Form/Initial Study by contacting the staff person indicated under 2. above and referring to the proposal by name or to the facility by address.

Si necesita informacion en espanol, favor de comunicarse con el agente designado, para asistirle en obtener una traduccion. Eddie Tello (626)300-3021

(neg) 6/3/91

ATTACHMENT AA@ FOR VALVERDE YOUTH CENTER

Project Description:

The proposed project consists of construction and operation by the Sheriffs Youth Foundation of an 8,528 sq. ft. facility for the youth of unincorporated South Whittier and East Whittier for structured after-school programs. The site is an approximately 25,000 sq. ft. site carved from the 26 acre Sheriffs Training Academy Regional Service Center (STARS CENTER) located at 11515 Colima Road near the intersection of Telegraph Road between the main public parking lot for the STARS Center on the East and the entrance to Department parking on the West. The site will be leased from the County of Los Angeles for a period of 20 years. Besides indoor and outdoor spaces for sports - primarily instruction in boxing, martial arts and dancing - it will have classrooms and a computer lab for structured academic programs. The facility will be operated by the Sheriffs Youth Foundation with paid and volunteer instructors, in close collaboration with the Whittier School District.

Surrounding Land Use:

This project site is identified as Public Facilities Use with the County of Los Angeles Regional Planning Department. This is consistent with the actual use by the County as the Sheriffs Training Academy Regional Service (STARS) center. Therefore, the proposed development of a recreation and education facility open to the public is consistent with the space and land use objectives set forth in the County Wide General Use Plan. The surrounding property is zoned as residential.

Issue XV. Transportation/Traffic

Subsection a) The finding of ALess Than Significant Impact@regarding an increase in traffic is substantiated by the following information:

Traffic counts northbound and southbound on Colima Avenue have been determined to be 16,600 vehicles per average weekday, while traffic counts eastbound and westbound on Telegraph Road have been determined to be 23,500 vehicles per average weekday (1).

The Sheriff has determined that the existing Sheriffs Training Academy Regional Service (STARS Center) and associated uses generate 524 vehicle trips on a typical day, while the proposed use will generate an additional 75 vehicle trips per day. These numbers, when compared to the existing traffic counts will have a less than significant impact on existing traffic flow.

Subsection f) The finding of ALess Than Significant Impact@regarding inadequate parking capacity is substantiated by the following information:

The proposed project has on site 467 public and Department staff parking spaces including 8 handicap parking spaces and additional 525 staff parking exists on site for Department use only . this is in compliance with the parking regulations established by the County of Los Angeles Department of Public Works and Regional Planning Department for uses classified as standard. On a typical day, the proposed facility will generate a need for 8 parking spaces. There will be no community events to which the public is invited. The street parking available along Telegraph Road is not expected to be impacted by the proposed use.

Footnotes:

(1) The Colima and Telegraph traffic counts were verified using information gathered from Geovue, an online service that uses intelligence gathered by Caltrans and local municipalities to determine traffic flows through specific intersections. The site is accessed at isiteonline.com

Lease No.

Lessee: Sheriff=s Youth Foundation of Los Angeles County

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GROUND LEASE AGREEMENT FOR DEVELOPMENT, CONSTRUCTION, AND OPERATION

THIS GROUND LEASE AGREEMENT (hereinafter referred to as ALease®) is made and entered into this ____ day of ______, 2003,

by and between COUNTY OF LOS ANGELES (hereinafter referred to as ALessor® and/or ACounty®),

and SHERIFF=S YOUTH FOUNDATION OF LOS ANGELES COUNTY, a non-profit entity (hereinafter referred to as ALessee®).

WHEREAS, Lessor is the fee owner of the real property containing approximately 26 acres of land and commonly known as the Los Angeles County Sheriffs Training Academy Regional Service Center (hereinafter referred to as ALessors Land@; and

WHEREAS, Lessor is authorized by Government Code section 26227 to make property that is not required for County use available to non-profit organizations for programs the County determines will benefit County residents; and

WHEREAS, Lessee is a non-profit organization that provides recreational and educational programs for "at risk" youth in the County; and

WHEREAS, Lessee wishes to construct, occupy, maintain, all at its own expense, a building of approximately 8,528 square feet on Lessor's Land to house youth recreational and educational activities; and

WHEREAS, the County finds that Lessor's proposed program will benefit County residents; and

WHEREAS, Lessor is prepared to lease a portion of Lessor=s Land to Lessee, which is legally described in Exhibit AA@ and more particularly outlined in Exhibit AB@, all attached hereto and incorporated by this reference (hereinafter referred to as the "Property") which Property will not be needed for County use during the term of this Lease; and

WHEREAS, Lessor is also prepared to extend to Lessee the right of non-exclusive ingress and egress over existing and future Lessor road systems and through building circulation spines on Lessor's Land leading to the Property during the Lease term; and

WHEREAS, the defined terms used in this Lease shall have the meanings as set forth below:

Improvements refers to the existing improvements currently available on the Property, and all buildings, structures, landscaping and parking areas agreed to be constructed by Lessee on the Property.

Lessor-s Land refers to the 26 acre site of which the Property is part, commonly known as the Los Angles County Sheriff-s Training Academy Regional Service Center.

Project refers to the Property and Improvements collectively.

Property refers to the portion of Lessor-s Land being leased to Lessee as legally described in Exhibit AA@ and outlined on Exhibit AB@ incorporated herein by reference.

refers to the construction of the initial Improvements as detailed

Work

on the preliminary plans attached hereto as Exhibit AC@, Plans, incorporated herein by reference, as well as construction of future alterations of the Improvements.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter contained, Lessor hereby leases to Lessee and Lessee hires from Lessor the Property, and Lessor extends to Lessee the right of non-exclusive ingress and egress to and over existing and future Lessor road systems and through building circulation spines on Lessors Land, leading to the Property during the Lease term.

1. <u>GROUND LEASE AND TERM THEREOF</u>: For and in consideration of the annual sum of one dollar and no/100 (\$1.00), Lessor hereby leases the Property to Lessee, subject to the terms, covenants, conditions, exceptions, and/or reservations as hereinafter set forth.

The term of this Lease shall commence upon the date of execution of this Lease by the Board of Supervisors and shall terminate twenty five (25) years after (i) the date of issuance of a Certificate of Occupancy for the Improvements or (ii) Lessees actual occupancy of the Improvements, whichever event shall first occur, provided, however, that in the event Lessee fails to commence construction within the time provided in Paragraph 6 hereof, this Lease shall end and expire and upon such expiration, Lessor and Lessee shall be relieved of all liability hereunder, except as provided for in Paragraph 20.

Until expiration or sooner termination of this Lease, the Improvements shall be owned by Lessee, and upon expiration or sooner termination of this Lease, ownership of the Improvements shall vest in the Lessor.

- **2. LEASE CONSIDERATIONS**: As additional consideration for Lessor leasing the Property to Lessee hereunder:
 - A. Lessee shall, at its sole cost and expense, construct the Improvements in accordance with Paragraph 6 hereof, and maintain them as provided herein;
 - B. Lessee acknowledges that Lessor has a security interest in all plans, drawings, specifications, applications for governmental approvals, documents evidencing governmental approvals or partial approvals, permit applications and permits, environmental documents, soil, engineering and planning studies, working drawings, architect agreements and the like pertaining to the Project (hereinafter called ADevelopment Documents®). Lessee further acknowledges its affirmative obligation to secure the full right, title and lien-free ownership interest in all Development Documents. Upon any cancellation or termination of this Lease, Lessee shall immediately deliver true copies of all plans, drawings, specifications, permits, and such other documents of Lessee related to the development of the Project as Lessor shall request. The Lessee shall, however, retain its proprietary interest in the Development Documents and such documents may not be used by the Lessor, other than incidental to the maintenance, repair or remodeling of the Improvements, without the prior express written consent of the Lessee.
 - C. The parties hereto shall perform all obligations required by this Lease, including those contained in the exhibits to this Lease.
 - D. Lessee acknowledges that the reasonable costs associated with the demolition or removal of County improvements on the Property shall be solely the Lessees responsibility to pay for, or if paid by Lessor, to reimburse the Lessor, as the case may be.
 - E. Lessee acknowledges that all reasonable costs associated with

the preparation of any environmental documentation for compliance with the California Environmental Quality Act and legal descriptions related to this Lease shall be solely Lessees responsibility to pay for, or, if paid by Lessor, to reimburse the Lessor, as the case may be.

F. Lessee shall provide all Development Documents to Lessor for approval in accordance with Subparagraph 6.B. herein below.

3. <u>USES AND LAWS</u>:

A. Uses:

- (1) Lessee shall construct on the Property the Improvements specified in Paragraph 6 hereof and occupy those Improvements for the purpose of operating the facility and participating with Lessor in community youth activities directed towards Aat risk@youth with a focus on education and sports programs. Lessee shall ensure that the Property and the activities conducted thereon shall be equally open and available to residents of incorporated and unincorporated territory, and that there shall be no discrimination against or preference, gratuity, bonus or other benefits given to residents of incorporated areas not equally accorded residents of unincorporated territory, during the entire term of the Lease. In no event shall Lessee permit the Property to be used by any organization that is not a government entity or is not a charitable group organized pursuant to section 501(c)(3) of the Internal Revenue Code.
- (2) Lessor and Lessee shall comply with their respective obligations and be subject to all applicable governmental regulatory agencies.

B. Compliance with Laws:

- (1) The Project, or any part thereof, shall not be used or permitted to be used for any activity which constitutes a nuisance. Lessee shall, at its sole cost and expense, conform to, and cause all persons using or occupying any part of the Project which is under Lessee-s control to comply with all laws, ordinances, and regulations (hereafter referred to as ALaws@) as now enacted or as may later be made to the construction of the Improvements and to the use of the Project. Lessee hereby warrants and covenants that the operation shall not interfere with any functions of Lessor outside the area of the Property. Lessee covenants and agrees to indemnify, defend and save Lessor harmless from any penalties, damages, or charges imposed for any violation of any and all laws, whether occasioned by neglect, omission, or willful act of Lessee or any person (other than Lessor, its officers, agents, employees, guests, and invitees) by license, invitation, sublease, assignment, or any other arrangement with Lessee.
- (2) The Lessee shall, at all times during the term of this Lease, comply with all federal tax law requirements, as now enacted or as may later be made, applicable to bonds issued to benefit a charitable group organized pursuant to section 501(c)(3) of the Internal Revenue Code.
- 4. <u>TAXES AND ASSESSMENTS</u>: Lessee shall be responsible for notifying the Los Angeles County Assessor of the address for tax invoice purposes to send all tax or other assessment bills and Lessee shall pay promptly all real property taxes, assessments and special assessments which may be levied or assessed against the Project during the term of this Lease or any renewal or holdover period thereof.

In the event Lessee fails or refuses to pay any or all of the taxes or assessments when due, Lessee, at Lessors sole option, may give Lessee thirty (30) calendar days prior written notice and thereafter pay such taxes and assessments. Lessor shall in no way be obligated to pay such taxes and assessments which become delinquent; but if Lessor makes such payments, they will become immediately due and payable to Lessor by the Lessee and shall include any late charge or penalties assessed.

5. <u>UTILITIES</u>: All costs associated with bringing required utilities exclusively to the Property, including related professional and service charges, and the costs of connections to the utility system shall be considered part of the construction cost of the Improvements and shall be solely the Lessees responsibility to pay for, or reimburse Lessor, if Lessor pays, as the case may be.

Lessee agrees to pay when due all charges for the use of the sewer, effluent treatment, when and if imposed by any governmental authority, all water, sprinkler standby charges, electricity, gas, and other lighting heating, and power and other utility rents and charges accruing or payable in connection with the Property during the term of this Lease or any renewal, extension, or holdover thereof.

Lessee shall not enter into any contract or agreement with any governmental agency or body or public utility with reference to sewer lines, water lines, street improvements, street lighting or utility connections, lines, or easements without the prior written consent of Lessor.

6. CONSTRUCTION AND LIENS:

A. <u>Construction of Improvements</u>:

- (1) <u>Construction</u>: Construction of the initial Improvements and construction of future alterations or replacements of the Improvements (all of which construction is hereinafter referred to sometimes as AWork@) shall be made subject to the conditions hereinafter set forth, which Lessee covenants to observe and perform.
- Governmental Approvals: Work shall not be undertaken until Lessee shall have provided and paid for, so far as the same may be required, from time to time, all lawfully applicable municipal and other governmental permits and authorizations of the various municipal departments and governmental agencies having jurisdiction. No zoning changes or variances may be obtained except with Lessors prior written consent, provided that Lessor shall not unreasonably withhold its consent to any petition or application for zoning change or variance as may be required for the construction of the Improvements and the uses of the Property and Improvements permitted pursuant to this Lease. Lessee shall obtain the aforementioned permits and authorizations to construct the Improvements within six (6) months of the commencement date of this Lease. In the event, however, that any application or petition is rejected or returned for revision and Lessee is making a good faith effort to complete the necessary revisions to the plans or applications, then Lessee shall be granted an additional six (6) months within which to obtain the necessary approvals. Not less than quarterly from the commencement date of this Lease, Lessee shall provide Lessor with written reports augmented by verbal reports if so requested by Lessor, of the progress and steps being undertaken to obtain government approvals necessary for the completion of this

project.

- (3) Commencement and Completion of Construction: All work shall be completed at the expense of Lessee, including capital and financing costs, and without expense to Lessor. All work shall be prosecuted to completion with due diligence. Notwithstanding the foregoing, construction of the Improvements shall be commenced within twelve (12) months of the issuance of all necessary permits and shall be completed (except normal punch list items) within fifteen (15) months following the commencement of construction. For purposes of this Lease, the commencement of construction shall be the first date upon which construction activity for the improvements is begun. Notwithstanding the foregoing, if Lessor fails to respond to any of the documents described in Subparagraph 6.C hereof within the time frames provided therein, then Lessee shall be entitled to a day-for-day extension of the time periods set forth in this Subparagraph 6.A. (3).
- (4) Performance and Payment Bonds: Prior to the commencement of construction of the Improvements, Lessee shall purchase or cause Lessee=s contractor to purchase (a) a performance bond in an amount of not less than One Hundred Percent (100%) of the actual incurred cost of construction of the Improvements, as approved by Lessor, made payable to Lessor (County of Los Angeles) and executed by a corporate surety authorized to conduct business as a surety in the State of California and approved by Lessor; and (b) a payment bond in an amount of not less than One Hundred Percent (100%) of the costs for labor and materials as approved by Lessor, made payable to Lessor (County of Los Angeles) and executed by a corporate surety authorized to conduct business as a surety in the State of California and approved by Lessor. Notwithstanding the foregoing, Lessee shall be deemed to have satisfied the requirements of this Paragraph 6 if Lessee's general contractor posts a payment and performance bond each in an amount not less than One Hundred Percent (100%) of the cost for labor and materials with respect to all subcontractors providing labor and materials in excess of \$25,000. Lessor's approvals under this paragraph shall not be unreasonably withheld. If either or both of the bonds required by Subparagraph 6.A. (3) shall not be available on commercially reasonable terms and at rates reasonably affordable by Lessee, Lessor shall not unreasonably withhold its consent to a modification of such requirement.

At its sole option, the County may accept Certificates of Deposit, Cash Deposits, Letters of Credit or U.S. Government Securities in lieu of commercial bonds to meet the above bonding requirement. Such alternate bonds shall be made payable to the County and shall be deposited with the County's Auditor-Controller.

B. <u>Construction Standards</u>:

(1) <u>General Construction Standards</u>: In connection with all demolition, construction, alteration or repair work permitted herein Lessee shall take all reasonably necessary measures to minimize any damage, disruption or inconvenience caused by such work and make adequate provision for the safety and convenience of all persons affected thereby. Lessee shall repair, at its own cost and expense, any and all damage caused by such work, and shall restore the area upon which such work is performed to a condition which is at least equal to or better than the condition which existed prior to the beginning of such work ordinary wear and tear excepted. In addition, Lessee shall pay (or cause to be paid) all costs and expenses associated therewith and shall indemnify,

defend and hold Lessor harmless from all damages, losses or claims attributable to the performance of such work. Dust, noise and other effects of such work shall be minimized using the methods customarily utilized in order to control such deleterious effects associated with construction projects in a populated or developed area.

- (2) <u>Utility Work</u>: Lessee shall install separately metered, using meters provided by the respective public utility, water; gas and; electric service to the Improvements. Lessee shall also arrange with the telephone, electric and cable companies to install exclusive underground service to the building from the nearest utility location on Telegraph Road. No above ground wires will be allowed on the Property or Lessors Land. Any work performed by or on behalf of Lessee or any occupant to connect to, repair, relocate, maintain or install any storm drain, sanitary sewer, water line, gasoline, telephone conduit or any other public utility service shall be performed so as to minimize interference with the provision of such services to the Sheriffs Academy.
- (3) <u>Compliance with Laws</u>: All Improvements on the Property shall be constructed in compliance with all applicable local, state and federal laws and regulations. Lessee shall have the sole responsibility for obtaining all necessary permits and shall make application for such permits directly to the person or governmental agency having jurisdiction.
- (4) <u>Construction Safeguards</u>: Lessee shall erect and properly maintain at all times, as required by the conditions and the progress of work performed by Lessee, all necessary safeguards for the protection of workers, and the public.
- (5) <u>Lessor's Cooperation</u>: Lessor shall cooperate with and assist Lessee in every reasonable way in Lessee's efforts to obtain all governmental consents, approvals, permits or variances which may be required for the performance of any construction permitted under the terms of this Lease, including Lessor's joinder in any application for any such consent, approval, permit or variance where joinder therein by the owner of the Property is required by law, provided that any such joinder shall be at no cost to Lessor.
- (6) Rights of Access: Representatives of Lessor shall have the right of reasonable access to the Property and the improvements thereon at normal construction hours during the period of construction, for the purpose of ascertaining compliance with the terms of this Lease, including, but not limited to, the inspection of the construction work being performed. Lessor's access shall be reasonably calculated to minimize interference with Lessee's construction and/or operations.
- (7) Notice of Completion: Upon completion of construction of any building, as evidenced by the issuance of a certificate of occupancy, Lessee shall file or cause to be filed in the Official Records of the County of Los Angeles a Notice of Completion (the "Notice of Completion") with respect to the Improvements, and Lessee shall provide for Lessor a diagram and shall label and identify all electrical panels, circuit breakers, switches, fire sprinklers and plumbing shut off valves as to areas controlled both on the drawings and on the breaker panels and valves. Upon completion Lessee shall furnish the Chief Administrative Office, Real Estate Division with one (1) complete set of film Mylar reproducible as-built drawings.

C. Approval of Plans:

(1) Construction Plans, Drawings and Related Documents:

Following approval of this Lease by the Board of Supervisors of Los Angeles County, in addition to any plans that must be submitted to the local municipal jurisdiction(s) having authority to permit construction projects, Lessee shall also prepare and submit construction plans, drawings and related documents for architectural and site planning review by County of Los Angeles, Department of Public Works, on behalf of Lessor.

If any revisions or corrections of plans shall be required by any governmental official, agency, department or bureau having jurisdiction, or any lending institution involved in financing, Lessee and Lessor shall cooperate in efforts to comply therewith or to obtain a waiver of such requirements or to develop a mutually acceptable alternative, provided that such cooperation shall be at no cost to the Lessor.

(2) <u>Approval Reviews of Plans, Drawings and Related Documents</u>: Subject to the terms of this Lease, the Lessor shall have the right to review of development documents, including any material changes therein.

The Lessor shall have the right to approve the plans, drawings and related documents referred to above within thirty (30) days following receipt of such plans, drawings and related documents. Lessor's failure to approve any plans, drawing, or related documents within the thirty (30) day period shall be deemed disapproval thereof. Lessor's approval shall not be unreasonably withheld but is not to be interpreted to relieve Lessee from seeking building permit approvals from the local municipal jurisdiction(s). Furthermore, such Lessor review and approval shall not relieve Lessee of any obligations under this Lease, or from any regulatory requirements imposed by federal, state or local governments, including the County acting in its regulatory authority.

(3) Following Completion of Construction:

- (a) Remodeling: Lessee shall have the right, at its expense, following issuance of a Notice of Completion for the initial Improvements, without Lessor's consent and without submission of plans or evidence of financing (but subject to all other provisions of this Lease), to undertake any nonstructural interior remodeling of any structure or improvement which is either not visible from the outside or does not materially alter exterior appearance and does not alter the preexisting location of the Improvements on the Property.
- (b) Alterations and Additions: Lessee shall have the right, at its expense, at any time following issuance of said Notice of Completion to undertake any alteration or addition on the Property which is not included in Subparagraph 6.C.(3)(a). above, provided, however, that any such alteration or addition:
 - 1. Shall not change the use of such Improvements or fair market value of the applicable Improvements below their value immediately prior to such change, alteration or addition; and
 - 2. Shall be effected with due diligence, in good and workmanlike manner, and in compliance with all requirements of the law; and
 - 3. Shall not materially alter the exterior appearance of the Improvements. Prior to making any alteration or addition that materially alters the external appearance, Lessor shall have

- (i) received at least thirty (30) days prior written notice from Lessee of the proposed alteration or additions, and (ii) approved in writing the plans and specifications; provided, however, that within such thirty (30) days Lessor shall advise Lessee of its approval, or of its disapproval, setting forth in detail the reasons for disapproval, and, in the event of disapproval, that resubmissions may be made in like manner with the same provisions with regard to approval or disapproval.
- (c) <u>Demolition and Reconstruction</u>: Lessee shall have the right, at any time following issuance of a Notice of Completion, to demolish part or all of the Improvements constructed on the Property; provided, however, that:
 - 1. Lessee shall forthwith construct upon such Property (or portion thereof) a structure or structures having at least the then fair market value of the Improvements, or part thereof, then demolished; and
 - 2. Prior to the commencement of any such demolition, Lessor shall have (i) received at least thirty (30) days prior written notice from Lessee of the proposed demolition and construction, (ii) approved in writing the preliminary plans and specifications for the proposed new Improvements, prepared by an architect selected by Lessee and satisfactory to Lessor; provided, however, that within thirty (30) days after submission, Lessor shall advise Lessee of its approval, or of its disapproval, setting forth in detail the reasons for disapproval in writing, and, in the event of

disapproval, that resubmissions may be made in like manner with the same provisions with regard to approval or disapproval, and (iii) received, at least thirty (30) days prior to the commencement of any such demolition, reasonably satisfactory evidence that Lessee has or will have available the financing needed for payment of the costs of demolition and reconstruction; and

- 3. Any such demolition and the construction of new Improvements in connection therewith shall be effected with due diligence, in a good and workmanlike manner, and in compliance with all requirements of the law and provisions of this Lease including, in the case of major demolition of the Improvements and new construction, compliance with Subparagraph 6.A(4) of this Lease. For purposes hereof, demolition and new construction shall be considered to be
- "major" if the portion of the Improvements which are the subject of the demolition and new construction exceeds twenty-five percent (25%) of the total square footage of the Improvements and;
- 4. Lessee shall not demolish any portion of the Improvements constructed on the Property other than strictly in accordance with the provisions of Subparagraph 6.C.(3)c, without the prior written consent of Lessor, except for such minor demolitions in connection with alterations or additions as are performed in compliance with the provisions of Subparagraph 6.C.(3)(a). or 6.C.(3)(b).
- (4) <u>Changes to Plans Following Approval</u>: No material changes to the approved plans and specifications shall be made without the prior written

approval of the Lessor. Any such proposed changes shall be submitted to Lessor for Lessor's approval or disapproval. Lessor shall have thirty (30) days following receipt of the proposed changes in which to give its approval or disapproval. Any disapproval shall set forth in detail the reasons for disapproval. Lessor's failure to approve such proposed changes within the thirty (30) day period shall be deemed disapproval thereof.

- Protection of Lessor: Nothing in this Lease shall be construed as constituting the consent of Lessor, express or implied, to the performance of any labor or the furnishing of any materials or any specific improvements, alterations of or repairs to the Property or any part thereof by any contractor, subcontractor, laborer or material man, nor as giving Lessee or any other person any right, power or authority to act as agent of or to contract for, or permit the rendering of, any services, or the furnishing of any materials, in such manner as would give rise to the filing of mechanics' liens or other claims against the fee of the Property or the improvements thereon. Lessor shall have the right at all reasonable times to post, and keep posted, on the Property any notices which Lessor may deem necessary for the protection of Lessor and of the Property and the Improvements thereon from mechanics' liens or other claims. Lessee shall give Lessor ten (10) days prior written notice of the commencement of any work to be done on the Property to enable Lessor to post such notices. In addition, Lessee shall make, or cause to be made, prompt payment of all monies due and legally owing to all persons doing any work or furnishing any materials or supplies to Lessee or any of its contractors or subcontractors in connection with the Property and the Improvements thereon.
- E. <u>Notice</u>: Should any claims of lien be filed against the Property or the Improvements thereon, or any action affecting the title to such Property or the Improvements thereon be commenced, the party receiving notice of such lien or action shall forthwith give the other party written notice thereof.

7. OWNERSHIP OF IMPROVEMENTS AND REMOVAL OF PERSONAL PROPERTY:

- A. Ownership of Improvements: All improvements constructed on the Property by Lessee as permitted or required by this Lease shall, during the term of this Lease be and remain the property of Lessee, and Lessor shall have no right, title or interest therein except as expressly set forth in this Lease; provided, however, that Lessee's rights and powers with respect to the Improvements are subject to the terms and limitations of this Lease and to the terms and limitations of any lease and/or security interest or encumbrance relating to Lessee's acquisition, construction, installation and leasing of such Improvements. Once constructed, the improvements shall not be removed from the Property, nor shall Lessee waste, destroy or modify any improvements on the Property, except as specifically permitted by this Lease. Upon termination of this Lease, at Lessor's election, the Improvements shall either be removed at Lessees sole cost and expense, or shall vest in Lessor.
- B. Removal of Personal Property and Ownership at Termination: At the expiration or sooner termination of this Lease, Lessor may, at Lessor's sole election, require the removal from the Property, at Lessee's sole cost and expense, of the Improvements, all personal property and/or trade fixtures, as specified in the notice provided for below. A removal notice to take effect at the normal expiration of the term of this Lease shall be effected by notice given at least thirty (30) days before the expiration date. A removal notice to take effect on any date other than the normal expiration of the term of this Lease shall be effectuated by notice given concurrently with notice of such termination or within ten (10) days after such notice of termination. Lessee shall be liable to Lessor for costs incurred in effecting the removal of personal property and trade fixtures of Lessee which Lessee has failed to remove after demand pursuant to this Paragraph. Lessee may remove any personal property and trade

fixtures from time to time during the lease term and within forty-five (45) days following the expiration of the term. Lessee shall repair all damage (structural or otherwise) caused by any such removal; provided that damage to Improvements which are obsolete economically or functionally or which are not material need not be repaired so long as the Improvements are or are made structurally sound. Any personal property and trade fixtures not removed by Lessee within forty-five (45) days following expiration of the term shall be deemed abandoned by Lessee and shall, without compensation to Lessee, then become Lessor's property free and clear of all claims to or against them by Lessee or any other person, except as otherwise provided in this Lease.

- C. <u>Lessor's Waiver</u>: Lessor, within ten (10) days of demand from Lessee, shall execute and deliver any document required by any supplier, lessor, vendor, or lender in connection with the installation on the Property of Lessee's personal property or Lessee's trade fixtures in which Lessor waives any right it may have or acquire with respect to that property, if the supplier, lessor, vendor or lender agrees in writing that (a) it will remove or commence the removal of, or cause Lessee to remove or commence the removal of, that property from the Property before the expiration of the term of this Lease or within thirty (30) days after termination of this Lease, and (b) it will make, or require Lessee to make, whatever restoration to the Property is reasonably necessitated by the removal.
- 8. <u>CONDITION OF LESSOR'S LAND AND PROPERTY</u>: Lessee acknowledges that Lessor has not surveyed the Property encumbered by this Lease, and Lessee accepts Property "as is" and acknowledges that Property is in satisfactory condition solely based upon its own investigation. Any improvements structures, trees and utility poles, underground services, and other property of any nature or kind whatsoever found on the Property shall be, at Lessor's election, relocated to a site off the Property but on the Lessor-s Land. Lessor makes no warranty as to physical conditions of the Property or the soils or as to the suitability of the Property or Lessor's Land for the proposed uses by the Lessee. Lessor shall not be responsible for any land subsidence, slippage, soil instability or damage resulting therefrom.

9. MAINTENANCE OF PROJECT:

- A. Lessor shall not be required or obligated to make any changes, alterations, additions, improvements, or repairs in, on, or about the Project or any part thereof, or any improvements thereon during the term of this Lease.
- B. Throughout the term of this Lease, Lessee shall, at Lessee's sole cost and expense, maintain the Project in good condition and repair and in accordance with the requirements of (i) all applicable laws, ordinances and regulations; (ii) the insurance underwriting board or insurance inspection bureau having or claiming jurisdiction; and (iii) any insurance companies insuring all or any part of the Project if applicable.
- C. Lessee shall not commit or permit the commission of any waste upon the Lessor's Land. Lessee shall not store or dispose any waste or by-products of Lessee's operation on Lessor's Land.
- D. Lessee shall provide all necessary janitorial services for the Improvements.
 - E. Lessee shall provide all necessary grounds maintenance services for the

Property.

10. NON-SUBORDINATION AND NON-ASSIGNMENT AS SECURITY: This is a non-subordinated lease. Except as may be provided in Paragraph 6, <u>UTILITIES</u>, or this Paragraph, Lessee agrees that it shall not create or suffer any encumbrance upon the Lessor's Land, the Property or the Improvements without the prior written consent of Lessor. Lessee shall not, without obtaining the prior written consent of Lessor, assign any of Lessee's interest under this Lease as security. Lessee agrees, without any cost or expense to Lessor, to execute any instrument which is necessary or is requested by Lessor to further effectuate the non-subordination of this Lease.

11. <u>LIENS</u>:

- A. <u>General</u>: Subject to the provisions of Paragraph 5 regarding <u>TAXES AND ASSESMENTS</u> and Paragraph 13 regarding <u>NON-SUBORDINATION AND NON-ASSIGNMENT AS SECURITY</u>, Lessee hereby covenants to keep the Project and every part thereof free and clear of any and all liens or encumbrances of any kind whatsoever created by Lessee's acts or omissions and/or created by the performance of any labor or furnishing of any material, supplies, or equipment contemplated hereunder on the premises. Lessor covenants to keep the Project and every part thereof free and clear of any and all liens or encumbrances of any kind whatsoever created by Lessor's acts or omissions or those of its agents or employees, and shall indemnify and hold Lessee harmless from any such Lessor created liens or demands. Lessee further agrees to hold the Project and all parts thereof free and harmless from any such Lessee created liens, claims, or demands, and any and all costs, damages or liability in connection therewith together with reasonable attorney's fees and all costs and expenses incurred by Lessor in negotiating, settling, defending, and otherwise protecting the Project or any part thereof against such liens, claims or demands.
- B. <u>Mechanics' and Other Liens</u>: Lessee shall pay, or cause to be paid, the total cost and expense of all works of improvement as that phrase is defined in the applicable mechanics' lien law in effect when the work begins. Lessee shall not permit any mechanic's, material man's, contractor's, subcontractor's or other lien, arising out of the performance of the Lease, to stand against the Property, Improvements or Lessors Land, or any part thereof. If any such lien shall be filed against the Property, Improvements or Lessors Land, Lessee shall cause the same to be discharged within ten (10) days after actual notice of such filing, by payment, deposit, or bond. If Lessee fails to discharge any such lien, Lessor may, but shall not be obligated to, discharge the same, and any amount so paid or deposited by Lessor and all expenses incurred by Lessor, including reasonable attorney's fees, shall become immediately due and payable by Lessee to Lessor together with interest computed at the rate of seven (7) percent per annum.

If Lessee desires to contest any such lien, Lessee shall notify Lessor of Lessee's intention to do so within ten (10) days after the filing of and service upon Lessee of such lien, or lose the right to contest. In such case, provided that Lessee shall furnish the bond required by California Civil Code, Section 3143 (or any comparable statute hereafter enacted for providing a bond freeing the Project from the effect of such lien), Lessee shall not be in default until five (5) days after the final determination of the validity thereof, within which time Lessee shall satisfy and discharge any such lien to the extent held valid, but the satisfaction and discharge of any such lien shall not, in any case, be delayed until execution is had upon any judgement rendered thereto, and such deal shall be a default of Lessee hereunder. In the event of any such contest, Lessee

shall protect and indemnify Lessor against all loss, cost, expense and damage, including reasonable attorney's fees, resulting therefrom.

12. INDEMNIFICATION AND INSURANCE:

A. <u>Indemnification</u>: This Agreement is by and between the County of Los Angeles, as Lessor, and Sheriff Youth Foundation, as Lessee and is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between Lessor and Lessee.

Lessee agrees to indemnify, defend, save and hold harmless Lessor, its elected officials, officers, employees and agents from and against any and all liability and expense, including reasonable defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with Lessee's operations, or its services hereunder, including any Workers' Compensation suits, liability, or expense, arising from or connected with services performed on behalf of Lessee by any person pursuant to this Lease, except such liability and expenses caused by the sole negligence or willful misconduct of Lessor, its elected officials, officers, employees or agents.

- B. <u>Insurance</u>: Without limiting Lessee's indemnification of Lessor, Lessee shall provide and maintain at its own expense during the term of this Lease the following program(s) or insurance covering its operations hereunder.
 - (1) During the period of construction, Lessee shall provide or cause its contractor(s) or subcontractor(s) to provide the following forms and amounts of insurance. Such insurance shall be primary to and not contributing with any other insurance maintained by County, and shall name the County of Los Angeles as an additional insured, and shall include, but not be limited to:
 - (a) <u>Builders All-Risk</u>: insurance, including earthquake and flood coverage, covering the entire work against loss or damage until a Certificate of Occupancy obtained by the contractor and received by the County. Insurance shall be in an amount for the replacement cost of the subject building and Improvements and endorsed for broad form property damage, breach of warranty, explosions, collapse, and underground hazards. Deductions exceeding 5% of the construction cost will not be allowed.
 - (b) <u>Comprehensive General Liability</u>: insurance endorsed for Premises-Operations, Products/Completed Operations, and Contractual Liability, with a combined single limit of not less than \$5,000,000 per occurrence.
 - (c) <u>Comprehensive Auto Liability</u>: endorsed for all owned, non-owned, and hired vehicles with a combined single limit of at least \$1,000,000 per occurrence.
 - (d) <u>Worker's Compensation</u>: A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including employers' liability with a \$1,000,000 limit, covering all persons providing services on behalf of contractor and all risks to such persons under this Lease.
 - (2) During the term of this Lease, following acceptance of the Improvements by the County, Lessee shall provide the following forms and

amounts of insurance. Such insurance shall be primary to and not contributing with any other insurance maintained by the County and shall name the County of Los Angeles as an additional insured, and shall include, but not be limited to:

- (a) <u>General Insurance</u>: Without limiting Lessees indemnification of Lessor and during the term of this Lease, Lessee shall provide and maintain the programs of insurance set forth in Paragraph 12 B(2), Insurance Coverage Types and Limits. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by Lessor, and such coverage shall be provided and maintained at Lessees own expense.
- (b) Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to Lessor shall be delivered to the Chief Administrative Office, Real Estate Division, 222 S. Hill Street, 4th floor, Los Angeles, CA 90012 Attn: Director of Real Estate no less than ten (10) days prior to first occurring of (i) the issuance of the Certificate of Occupancy or (ii) Lessee-s actual occupancy of the improvements. Such certificates or other evidence shall:

Specifically identify this Lease. Clearly evidence all coverages required in this Lease.

- 1. Contain the express condition that Lessor is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- 2. Include copies of the additional insured endorsement (ISO form CG 20 26) to the commercial general liability policy, adding the Lessor as an additional insured.
- 3. Identify any deductibles or self-insured retentions exceeding \$25,000.
- (c) Review of Insurance Requirements: The types of insurance and limits required under this Lease shall be reviewed annually by the Lessee or its representative. Coverage types and limits shall reflect the prevailing practice in the Los Angeles metropolitan area for insuring similar property and casualty risks, and be subject to Lessors approval. Insurance is to be provided by an insurance company acceptable to Lessor with an A.M. Best rating of not less than A:VII, unless otherwise approved by Lessor.
- (d) <u>Failure to Maintain Coverage</u>: Failure by Lessee to maintain the required insurance, or to provide evidence of insurance coverage acceptable to Lessor shall constitute a material breach of the Lease pursuant to Paragraph 14. Alternatively, at its sole option, Lessor may immediately terminate this Lease.
 - (e) <u>Insurance Coverage Types and Limits</u>: Lessee Requirements Month 1 through 120:

General Liability Insurance (written on ISO policy form CG

00 01 or its equivalent) with limits of not less than the following:

General Aggregate: \$1 million

Products/Complete Operations Aggregate: \$ 1 million
Personal and Advertising Injury: \$ 1 million
Each Occurrence: \$ 1 million

Commencing in Month 121 of the Term and continuing through the end of the Term, (i) the General Aggregate insurance policy limits shall be increase to \$2,000,000 and (ii) the Product/Complete Operations Aggregate insurance policy limits shall be increased to \$2,000,000.

(f) Commercial Property Insurance: Such insurance shall:

- Cover damage to the Property, including improvements and betterments, from perils covered by the Causes-of-Loss Special Form (ISO form CP 10 30), and include Ordinance or Law coverage.
- 2. Be written for the full replacement cost of the Property, with a deductible of no greater than 5% of the Property value. Insurance proceeds shall be payable to the Lessor and the Lessee as their interests may appear and be utilized for repair and restoration of the Property. Failure by Lessee to use such insurance proceeds to timely repair and restore the Property shall constitute a material breach of this Lease pursuant to Paragraph 14, Default.
- 3. Include a Waiver of Subrogation in favor of Lessor.
- (g) <u>Waiver</u>: Both the Lessee and Lessor each agree to release the other and waive their rights of recovery against the other for damage to their respective property arising from perils insured in the Causes-of-Loss Special Form (ISO form CP 10 30).

13. DAMAGE AND DESTRUCTION:

- (1) If, during the primary or option term of this Lease, the Improvements are damaged due to a risk covered by insurance maintained under Subparagraph 12.B.(2)(f) of this Lease; Lessee shall cause the damage to be repaired and the Improvements restored to substantially the same condition as they were in immediately before such damage.
- (2) If, during the term of this Lease, the Improvements are damaged due to a risk not covered by insurance maintained under Subparagraph 12.B.(2)(f) of this Lease, and whether or not such damage is substantial, Lessee may elect either to cause the damage to be repaired and the Improvements restored to substantially the same condition as they were immediately before the damage or to terminate this Lease, and Lessee shall restore Improvements to the condition that existed prior to the execution of this

Lease. Said election shall be made by written notice to Lessee within sixty (60) days of the date Lessor is notified in writing by Lessee of the occurrence of the damage.

- (3) If the Improvements are damaged during the last two (2) years of the term of this Lease, whether or not the damage is substantial, either party may elect to terminate this Lease. Said election shall be made by written notice to the other party within sixty (60) days of the date Lessor is notified in writing by Lessee of the occurrence of the damage. In the absence of a timely election by either party, the parties shall be deemed to have not terminated this Lease.
- (4) If Lessee is required or elects to repair any damage to the Improvements, such damage shall be repaired and the Improvements restored to substantially the same condition as they were in immediately before the damage as promptly as is reasonably possible. To the extent the damage is due to a risk covered by insurance maintained under Subparagraph 12.B.(2)(f) of this Lease, such repairs shall be made from the proceeds of such insurance and the proceeds of such insurance shall be made available to Lessee for such purpose. All work shall be performed in a good and workmanlike manner and shall be completed as promptly as is reasonably possible and in accordance with all applicable public laws, ordinances and regulations. Commencement of the repair and restoration shall require (a) securing the area to prevent injury to persons and/or vandalism to the Improvements and (b) the placement of a work order or contract for obtaining the labor and materials to accomplish the repair and restoration.
- (5) Notwithstanding any provision contained in this Lease to the contrary, if laws existing at the time of the damage do not permit the repair or restoration, either party can terminate this Lease immediately by giving written notice to the other party. If this Lease is terminated pursuant to any of the provisions in this Paragraph 13, the proceeds of any and all insurance maintained under Subparagraph 12.B.(2)(f) of this Lease shall be used first to restore Improvements to the condition that existed prior to the execution of this Lease, and the remainder thereof, if any, shall be the sole property of the Lessee.
- (6) Lessee waives the provisions of California Civil Code Sections 1932(2) and 1933(4) which relate to termination of leases when the thing leased is destroyed and agrees that such event shall be governed by the terms of this Lease.

14. DEFAULT:

- A. The occurrence of any of the following shall constitute a material default and breach of this Lease:
 - (1) The vacation or abandonment of the Improvements by Lessee. The terms "vacation" or "abandonment" shall not include those instances where the premises are not in use because of remodeling, repairs, or the replacement of equipment, provided that such remodeling, repairs, and replacement are undertaken and completed in a prompt manner by Lessee.
 - (2) A failure by Lessee to observe and perform any provision of this Lease, to be observed or performed by Lessee, when such failure continues for thirty (30) days after written notice thereof to Lessee; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such thirty (30) day period, Lessee shall not be

deemed to be in default if Lessee shall within such period commence such cure and thereafter diligently prosecute the same to completion.

(3) The making by Lessee of any general assignment for the benefit of creditors; or the filing of a petition to have Lessee adjudicated bankrupt, or the filing of a petition for reorganization or arrangement under any law relating to bankruptcy unless, in the case of a petition filed against Lessee, the same is dismissed within sixty (60) days; or the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Project or of Lessee's interest in this Lease, when such seizure is not discharged within sixty (60) days.

- B. <u>Remedies</u>: If Lessee defaults under this Lease, Lessor without further notice to Lessee, as the case may be, shall, in addition to any other remedies available by law or equity, have one or more of the following remedies at Lessor's election:
 - (1) Without barring later election of any other remedy and without terminating Lessee's right to possession of the Project, or any part thereof Lessor may require strict performance of all covenants and obligations herein as the same shall accrue or become due, without terminating this Lease and have the right of action therefor without awaiting the end of the Lease term.
 - (2) If Lessor obtains possession of the Project under a judgement pursuant to Section 1174 of the Code of Civil Procedure (unless Lessee obtains relief under Section 1179 of that Code) or if Lessor, by written notice declares the Lease to be terminated because of breach of this Lease, then Lessor may enter upon the Project and remove any and all persons and or property whatsoever situated thereon, and place all or any portion of said property in storage for the account of and at the expense of Lessee and dispose of such property in accordance with applicable laws. Lessor shall be entitled to recover in one or more awards or judgment from Lessee:
 - a. Any amount necessary to compensate Lessor for all the detriment proximately caused by Lessee's failure to perform Lessee's obligations under this Lease, or which in the ordinary course of things would be likely to result therefrom. Such other amount shall include, but not be limited to such expenses (including reasonable attorney's fees) as Lessor may have paid, assumed, or incurred in recovering possession of the Property, and placing the Property and Lessor's Land in good order and condition.
 - b. Lessor may at Lessor's election terminate this Lease by giving Lessee notice of termination. On the giving of the notice to Lessee, all Lessee's rights in the Property and Lessor's Land and in the Improvements shall terminate. Lessor shall not be deemed to have terminated this Lease unless Lessor shall have so declared in writing to Lessee, nor shall Lessor be deemed to have accepted or consented to an abandonment by Lessee by performing acts intended to maintain or preserve the Property. Promptly after notice of termination, Lessee shall surrender and vacate the Project in a broom-clean condition, and Lessor may re-enter and take possession of the Project and/or eject all parties in possession, some and not others, or eject none. Termination under this Paragraph shall not relieve Lessee from any obligations under this

Lease or from any claim for damages incurred or accruing against Lessee up to the date of termination.

- (3) Lessor may, at Lessor's election, enter the Project and, without terminating this Lease, at any time and from time to time may use or let the Property or the Improvements or any part or parts of them for the account and in the name of Lessor or otherwise. Any reletting may be for the remainder of the term or for a longer or shorter period. Lessor may execute any lease made under this provision either in Lessor's name or in Lessee's name and shall be entitled to all rents from the use, operation, or occupancy of the Project or any part thereof. Lessee shall, upon such election by Lessor, have the right to immediately remove its personal property and trade fixtures.
- (4) If, at any time during the term of this Lease, Lessee fails, refuses, or neglects to do any of the things herein required to be done by the Lessor, Lessor shall have the right, but not the obligation, to do the same, but at the cost of and for the account of the Lessee; provided, however, that the Lessor shall in no case take such action until first giving the Lessee written notice of such failure, refusal, or neglect and allowing time periods, as specified in this Lease, within which Lessee may commence a bona fide effort to cure the same.
- C. <u>Equitable Relief</u>: Nothing contained herein shall affect, change, or waive any rights of Lessor or Lessee to obtain equitable relief when such relief is otherwise appropriate, or to obtain the relief provided by Chapter 4 (commencing with Section 1159) of Title 3 of Part 3 of the Code of Civil Procedure, relating to actions for unlawful detainer, forcible entry, and forcible detainer.
- D. <u>Cumulative Remedies</u>: The remedies of Lessor as provided above are cumulative and in addition to, rather than exclusive of, any other remedy of Lessor herein given or that may be permitted by law. Any lawful re-entry as provided for herein shall not make Lessor liable in damages or guilty of trespass because of any such lawful re-entry.
- any breach or any one or more of the covenants, conditions, terms and agreements of this Lease shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term, or agreement of this Lease, nor shall failure on the part of Lessor to require exact, full and complete compliance with any of the covenants, conditions, terms, and agreements of this Lease be construed as in any manner changing the terms hereof, nor shall the terms of this Lease be changed or altered in any manner whatsoever other than by written agreement between Lessor and Lessee. No delay, failure, or omission of Lessor to re-enter the demised premises or to exercise any right, power, privilege, or option, arising from any default shall impair any such right, power, privilege, or option or to be construed as a waiver of or acquiescence in such default or as a relinquishment of any right. (No notice to Lessee shall be required to restore or revise "time is of the essence" after the waiver by Lessor of any default.) No option, right, power, remedy, or privilege of Lessor shall be construed as being exhausted by the exercise thereof in one or more instance.

The rights, powers, options, and remedies given Lessor by this Lease shall be cumulative.

16. <u>EMINENT DOMAIN</u>: If the whole or any part of the Project hereby leased shall be taken by any paramount public authority under the power of eminent domain, then the term of this Lease shall cease as to the part so taken from the day the possession of that part shall be taken for any public purpose, and from that day Lessee shall have the right to either cancel this Lease or to continue in the possession of the remainder of these premises under

the terms herein provided.

All damages awarded for such taking shall belong to and be the property of Lessor provided, however, that Lessor shall not be entitled to any portion of the award made for loss of structures, buildings, or other improvements or personal property, equipment, and trade fixtures belonging to Lessee immediately prior to the taking of possession by the condemning authority.

17. ASSIGNMENT/SUBLETTING:

A. Lessee shall not, without the prior written consent of Lessor either directly or indirectly give, assign, hypothecate, encumber, transfer, or grant control of this Lease or any interest, right, or privilege therein, or sublet the whole or any portion of the demised, or license the use of the same in whole or in part. Said consent will not be unreasonably withheld.

No consent shall be required of the Lessor to the assignment of this Lease to a related entity provided that (i) the control of such entity remains substantially the same as that of the present Lessee, including an assignment to a subsidiary or a partnership, or limited partnership in which Lessee is a general partner or such entity created by the merger or dissolution of Lessee and; (ii) the assignee is in compliance with the terms of Paragraph 3 of this Lease.

- B. Neither this Lease nor any interest therein shall be assignable or transferable in proceedings in attachment, garnishment or execution against Lessee, or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against Lessee, or by any process or law including proceedings under Chapter X and XI of the Bankruptcy Act.
- **18.** PARKING SPACES: Lessor and Lessee acknowledge that there is no parking area proposed to be located on the Property. Lessee as part of its construction of the Improvements, shall alter the parking area on Lessors Land to provide sufficient handicapped parking spaces for the proposed use in compliance with the minimum requirements for handicap parking spaces as established by the County of Los Angles, Department of Public Works parking requirements (the ARegulations@). Lessee shall be solely responsible for the required work and cost associated with providing the required handicap spaces. In the event Lessee needs to provide additional non-handicap parking spaces to comply with the Regulations, or if Lessee has a need from time to time to use the parking areas on Lessors Land, then Lessee shall have the right to use the parking areas that exist on Lessors Land, subject to any rules and regulations deemed appropriate by Lessor.

19. **GENERAL PROVISIONS**:

- A. <u>Marginal Headings</u>: The paragraph titles in this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.
- B. <u>Time</u>: Time is of the essence for this Lease and each and all of its provisions in which performance is a factor.
- C. <u>Recordation</u>: Either party may record this Lease at any time without the prior written consent of the other party.
- D. <u>Binding on Successors</u>: Each and all of the terms and agreements herein contained shall be binding upon and shall inure to the benefit of the successors in interest of the Lessee, and whatever the context permits or requires, the successors in interest to the Lessor.
- E. <u>Prior Agreements</u>: The Lease and attachments hereto contain all of the agreements of the parties hereto with respect to any matter covered or

mentioned in this Lease and no prior agreements or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors-in-interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

- F. <u>Unavoidable Delay</u>: Any prevention, delay, nonperformance or stoppage due to lightning, earthquake, fire, storm, tornado, flood, washout, explosion, strike, lockout, labor disturbance, civil disturbance, riot, war, act of a public enemy, sabotage or other similar cause beyond the reasonable control of the party obligated to perform, shall excuse non-performance for a period equal to any such prevention, delay, non-performance or stoppage.
- G. <u>Separability</u>: Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect.
- H. <u>Cumulative Remedies</u>: No remedy or election hereunder shall be deemed exclusive but shall wherever possible be cumulative with all other remedies at law or in equity.
- I. <u>Choice of Law</u>: This Lease shall be governed by the laws of the State of California.
- J. <u>Prevailing Wages</u>: Where labor is required for public work as part of any requirements covered by this Lease, pursuant to the provisions of the Labor Code of the State of California, Lessee shall pay no less than the prevailing wages ascertained and published by the State Department of Industrial Relations and on file with the Board of Supervisors, and shall cause notice of such wages to be posted as required by the Labor Code. Any labor that is donated to construct the Project shall be exempt from the terms of this provision.

20. <u>HAZARDOUS SUBSTANCES</u>:

A. <u>Definition</u>: For purpose of this Lease, the term "hazardous substances@ shall be deemed to include "hazardous substances" as defined in California Health and Safety Code Section 25316, and those chemicals and substances identified pursuant to Health and Safety Code Section 25249.8.

B. Warranties and Representation:

- (1) Lessee hereby warrants and represents that it will not cause the presence, use, storage, or disposal of any hazardous substances on or about the Project or Lessors Land without the prior written consent of Lessor.
- (2) Lessee hereby warrants and represents that it shall comply, with all Federal, State, and local laws and regulations concerning the use, release, storage, and disposal by Lessee, its agents, and contractors of hazardous substances on the or about the Project or Lessors Land.
- C. <u>Notice</u>: Lessee agrees to immediately notify Lessor when hazardous substances have been released on or about the Project or Lessor-s Land, upon becoming aware of the same.
- D. <u>Indemnity</u>: Lessee agrees to indemnify, defend, and save harmless Lessor, from and against all liability, expense (including defense costs, legal fees, and response costs imposed by law) and claims for damages of any nature whatsoever which arise out of the presence or release of hazardous substances on or about the Project, or Lessors Land, which is caused by Lessee. The indemnity provided by this

provision shall survive the termination of this Lease.

- E. <u>Default</u>: Lessee's failure to comply with the provisions of this Paragraph 20 may, in Lessor's sole discretion, be deemed a default of this Lease and entitle Lessor to terminate this Lease immediately.
- 21. <u>COUNTY'S LOBBYISTS</u>: Lessee and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, shall fully comply with the County-s Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Lessee or any County lobbyist or County lobbying firm retained by Lessee to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.
- **22. NOTICES**: Notices desired or required to be given by this Lease or by any law now or hereinafter in effect may be given by enclosing the same in a sealed envelope with postage prepaid registered mail, return receipt requested, with the United States Postal Service. Addresses and persons to be notified may be changed by providing at least ten days' written notice to the other party except that Lessee shall at all times maintain a mailing address in California.
 - A. Notices to Lessee shall be addressed as follows:
 Sheriff=s Youth Foundation of Los Angeles County
 4700 Ramona Boulevard, 4th Floor
 Monterey Park, CA 91754-2169

With a copy to:

Sheriff=s Department, Facilities Planning Bureau 1000 South Fremont Avenue Building A9 East, 5th Floor North Alhambra, CA 91803

- Notices to Lessor shall be addressed as follows:
 Chief Administrative Officer, ATTN: Director of Real Estate
 222 South Hill Street, 3rd Floor
 Los Angeles, CA 90012
- 23. <u>SOLICITATION OF CONSIDERATION</u>: It is improper for any County Officer, employee or agent to solicit consideration, in any form, from a Lessee with the implication, suggestion or statement that the Lessees provision of the consideration may secure more favorable treatment for the Lessee in the award of the lease or that the Lessees failure to provide such consideration may negatively affect the County-s consideration of the Lessees submission. A Lessee shall not offer or give, either; directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Lease.

A Lessee shall immediately report any attempt by a County office, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller=s=s Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the Lessee=s submission being eliminated from consideration.

24. NONDISCRIMINATION IN EMPLOYMENT

The Lessee certifies and agrees that all persons employed by Lessee and/or the affiliates, subsidiaries or holding companies of Lessee are and shall be treated equally without regard to or because of race, religion, ancestry, national origin or sex, and in compliance with all anti-discrimintion provisions, existing or as later amended, of the Los Angeles County Code and the laws of the United States of America and the State of California.

The Lessee certifies and agrees that its contractors, sub-contractors, vendors, and sub-lessees are and shall be selected without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination provisions, existing or as later amended, of the Los Angeles County Code and the laws of the United States of America and the State of California.

All employment records of the Lessee shall be open for inspection and re-inspection at any reasonable time during the term of this Lease for the purpose of verifying the Lessee's compliance with this section.

In the event of a breach of the promises on nondiscrimination that are contained herein, and which the County determines does not constitute an event of default pursuant to Section 14, the sum of \$500 is agreed to be the amount of damages which will be sustained by the County. This amount has been set by the parties in recognition of the difficulty in fixing actual damages arising from such a breach.

25. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS

Lessee hereby assures that it will comply with all applicable local, federal and state civil rights statutes to the end that no person shall, on the grounds of race, religion, color, sex, age, physical disability, marital status, political affiliation or rational origin, be excluded from participation in, be denied the benefits of, nor be otherwise subjected to discrimination under, the Lease or under any project, program, or activity supported by the Lease.

IN WITNESS WHEREOF, the Lessor has executed this Lease or caused it to the duly executed, and the County of Los Angeles by order of its Board of Supervisors, has caused this Lease to be executed on its behalf by the Chair of said Board and attested by the Clerk thereof the day, month, and year first above written.

COUNTY OF LOS ANGELES By: Chair, Board of Supervisors ATTEST: VIOLET VARONA-LUKENS	
ATTEST: Chair, Board of Supervisors	
VIOLET VARONA-LUKENS	
Executive Officer-Clerk of the Board of Supervisors LESSEE: SHERIFF=S YOUTH FOUNDATION C LOS ANGELES COUNTY)F
By	
Deputy By	
APPROVED AS TO FORM: Title: LLOYD W. PELLMAN County Counsel	
By Deputy:	

EXHIBIT A LEGAL DESCRIPTION

A PORTION OF LOT 103 IN BLOCK 5 OF TRACT NO. 505, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 15, PAGES 94 AND 95 OF MAPS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT OF INTERSECTION OF THE CENTERLINE OF TELEGRAPH ROAD, 100 FEET WIDE, DISTANT SOUTH 49°53'00" EAST THEREON, 975.00 FEET FROM THE CENTERLINE OF VALLEY VIEW AVENUE, 60 FEET WIDE, WITH A LINE PARALLEL WITH AND 975.00 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES TO SAID CENTERLINE OF VALLEY VIEW AVENUE;

THENCE NORTH 40°07'00° EAST ALONG LAST SAID PARALLEL LINE, 50.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION ON THE NORTHEASTERLY LINE OF SAID TELEGRAPH ROAD;

THENCE CONTINUING ALONG SAID PARALLEL LINE NORTH 40°07'00" EAST, 123.00 FEET;

THENCE NORTHWESTERLY ALONG THE FOLLOWING THREE (3) COURSES:

1.) NORTH 49°53'00" WEST, 45.89 FEET;

2.) NORTH 40°07'00" EAST, 12.00 FEET AND

3.) NORTH 49/53'00" WEST, 150.51 FEET TO A LINE PARALLEL WITH SAID CENTERLINE OF VALLEY AVENUE;

THENCE SOUTH 40°07'00" WEST ALONG SAID PARALLEL LINE, 135.00 FEET TO SAID NORTHEASTERLY LINE OF TELEGRAPH ROAD;

THENCE SOUTH 49°53'00" EAST ALONG SAID NORTHEASTERLY LINE, 196.40 FEET TO THE POINT OF BEGINNING.

DESCRIBED PARCEL CONTAINS 25,963 SQUARE FEET MORE OR LESS AND IS SHOWN ON EXHIBIT "B" ATTACHED HEREWITH AND BY THIS REFERENCE MADE A PART HEREOF.

DESCRIPTION PREPARED UNDER THE SUPERVISION OF: THIENES ENGINEERING, INC. 16800 VALLEY VIEW AVENUE LA MIRADA, CA. 90638

DATE:

ALVIN S. LEVY. P.L.S. 4591 REG. EXP. SEPT. 30, 2002





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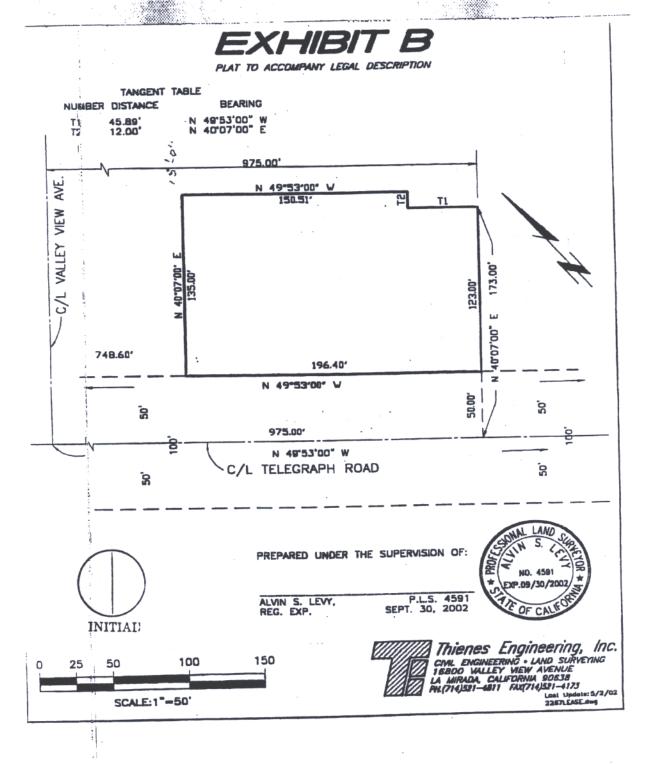


EXHIBIT "C"

PRELIMINARY PLANS

Valverde Youth Center

Sheriff's Youth Foundation Telegraph Road South Whittier CA 90604

Sheriff's Headquarters Building 4700 Ramona Blvd.
Monterey Park, CA 91745



Gensler

Architect 2500 Broadway Suite 300 Santa Monica, California 90404 310.449.5600

KPFF

Structural Engineer 2401 Colorado Ave. Santa Monica, CA 90404 310 828 1536

Santa Monica, CA 90404
310 828 1336
Siska Hennessy Group
Mechanical, Electrical, Plumbing Engineer
11500 W. Olympic Blvd., Suite 680
Los Angeles, CA 90064
310 312 0200

Thienes Engineering, Inc.
Civil Engineer
16800 Valley View Ave.
La Mirada, CA 90638
714 521 4811
Twining Govil Ryan Geotechr

Twining Govil Ryan Geotechnical Soils Engineer 3310 Airport Way Long Beach, CA 90806 562 426 3355

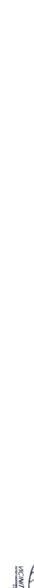
Lighting Design
23334 Timberline Drive
Valencia, CA 91354
661 296 5377

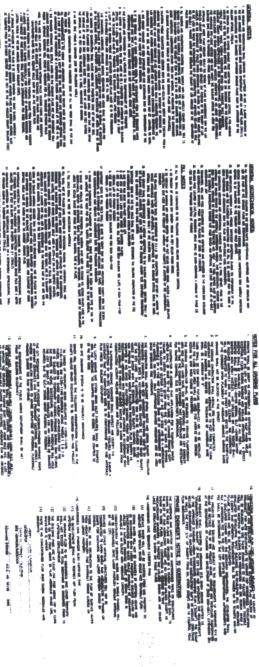
Decker | Studio

Dry Design Landscape design 5727 Venice Blvd. Los Angeles, CA 90019 323 954 9084

GRADING

VALVERDE SANTA FE SPRINGS, CALIFORNIA YOUTH CENTER





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STARTING DATE: OCTOBER 2002 COMPLETION DATE: JUNE 2003

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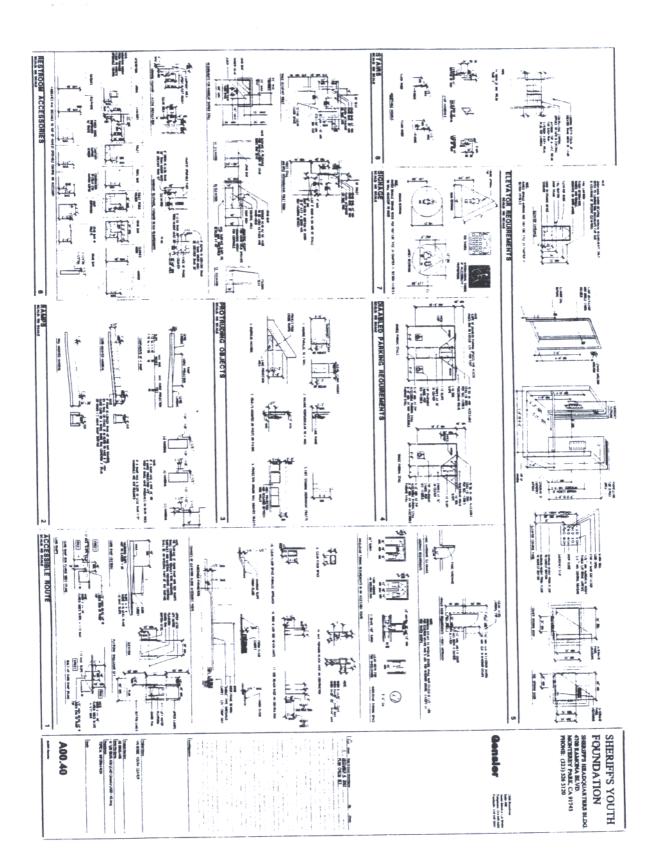
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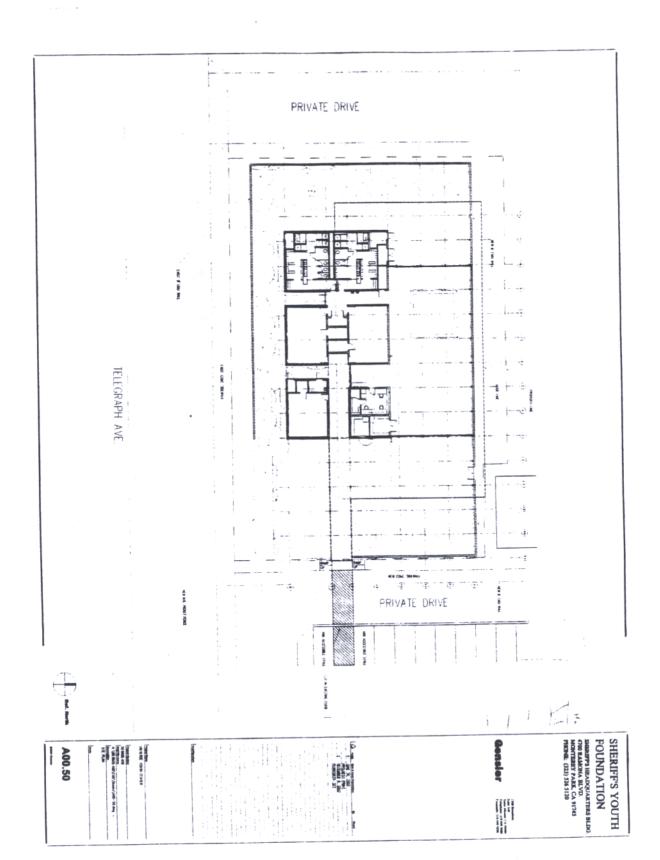
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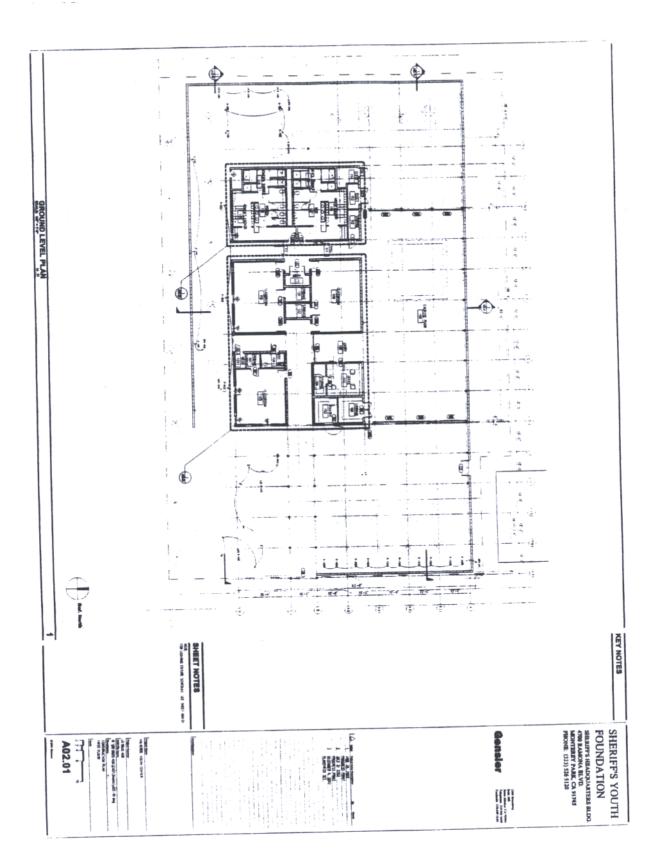
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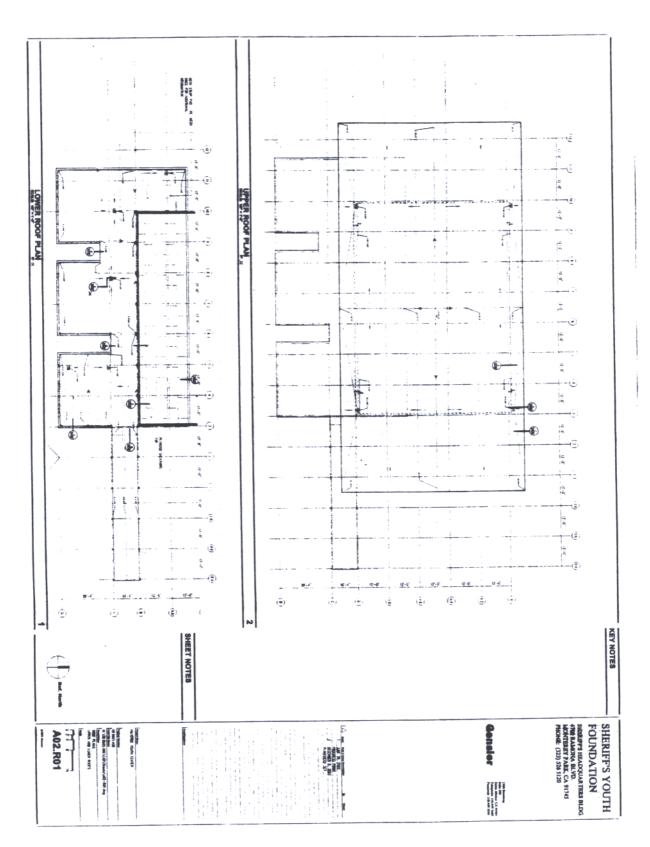
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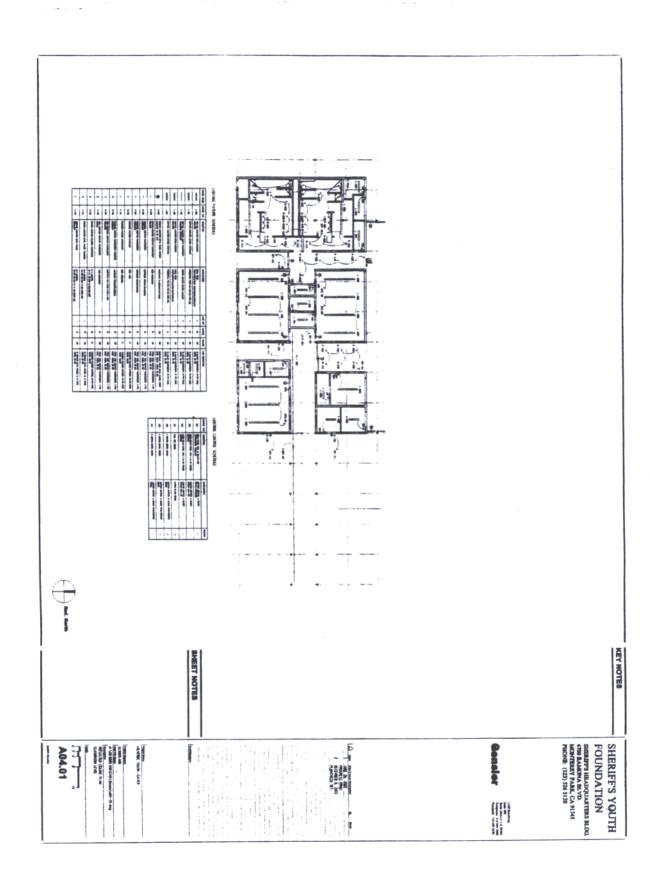


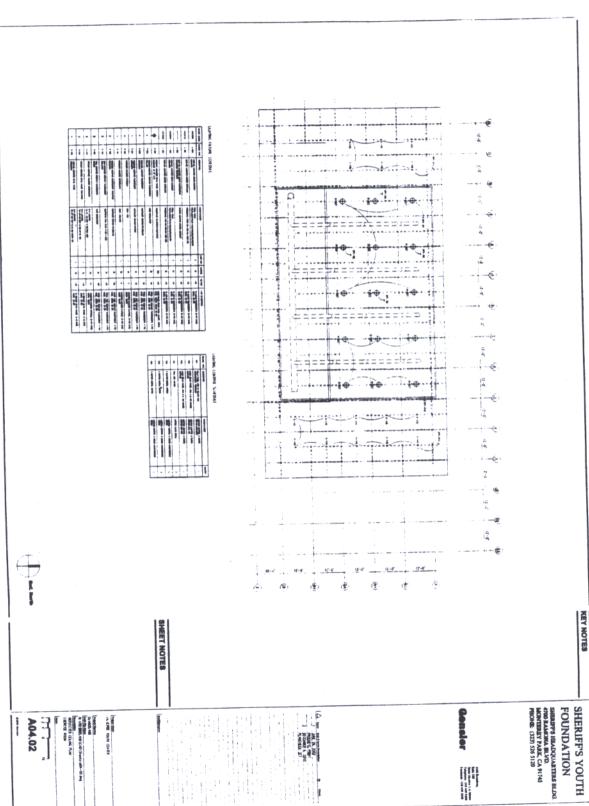


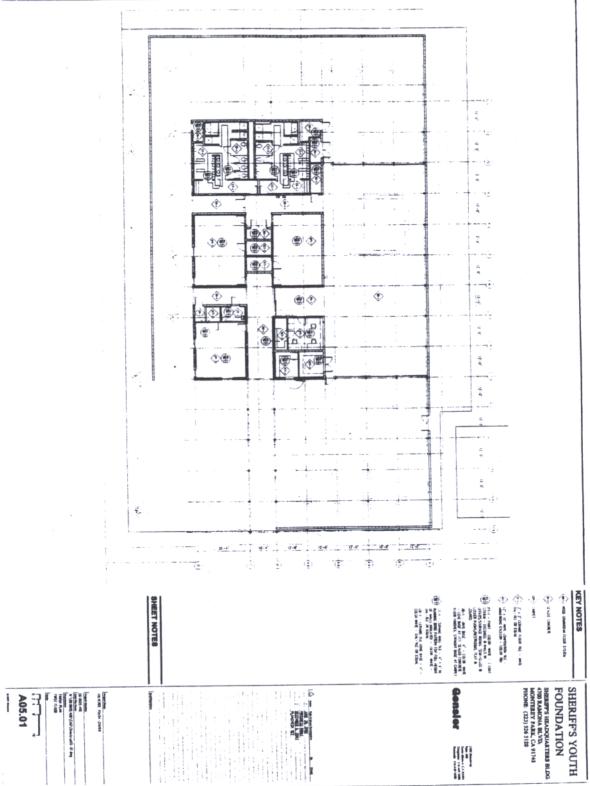


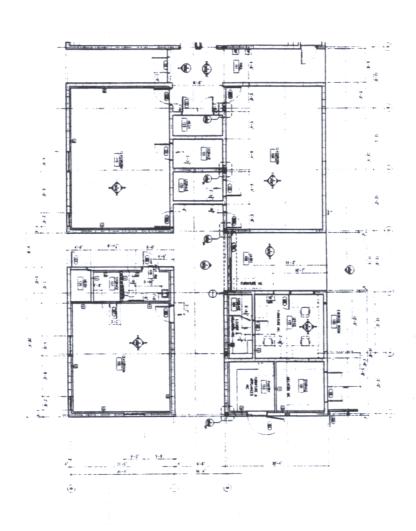


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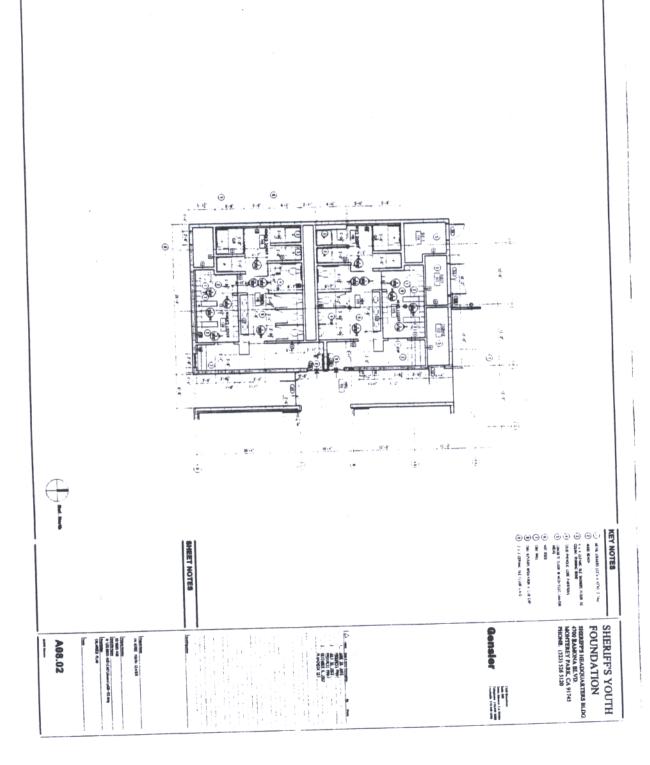


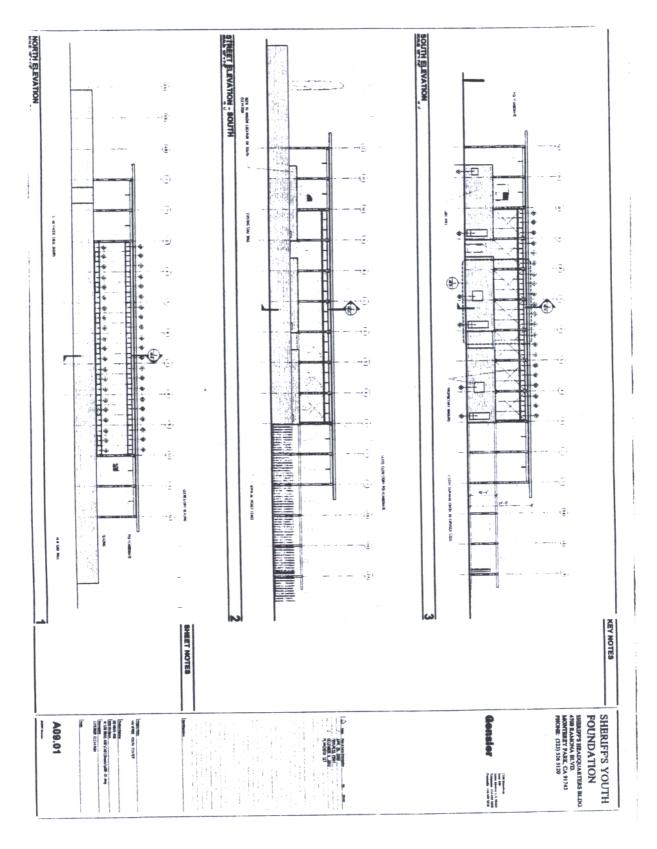


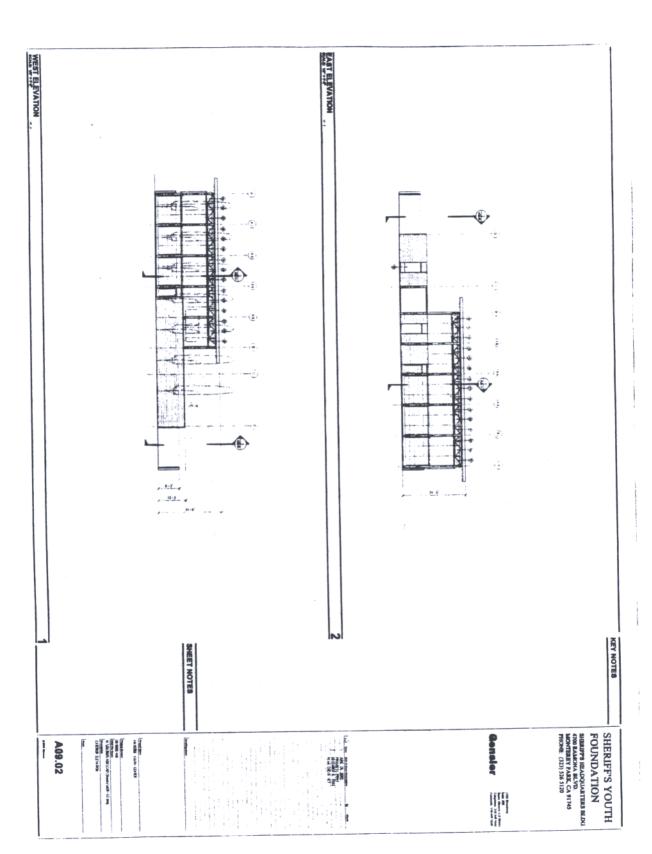
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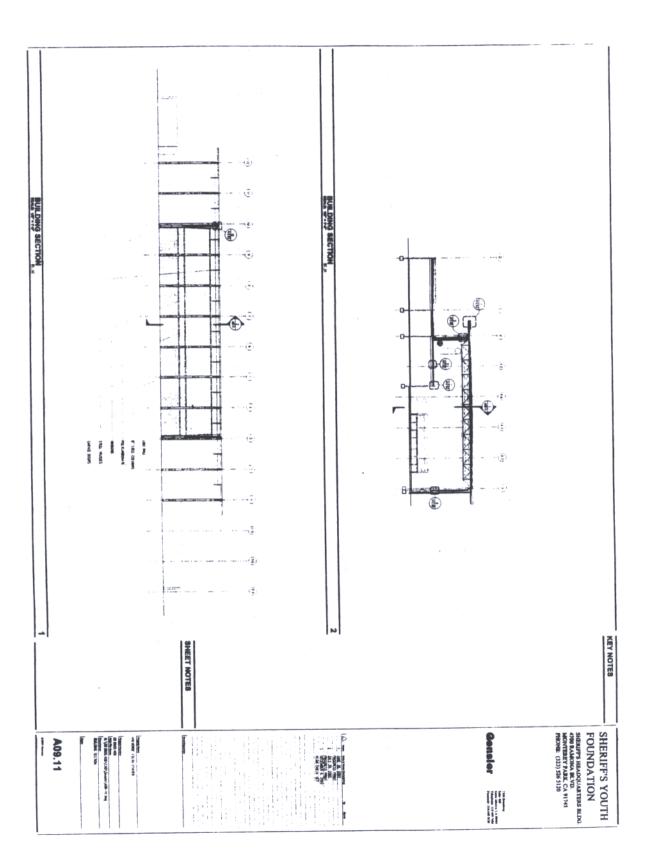
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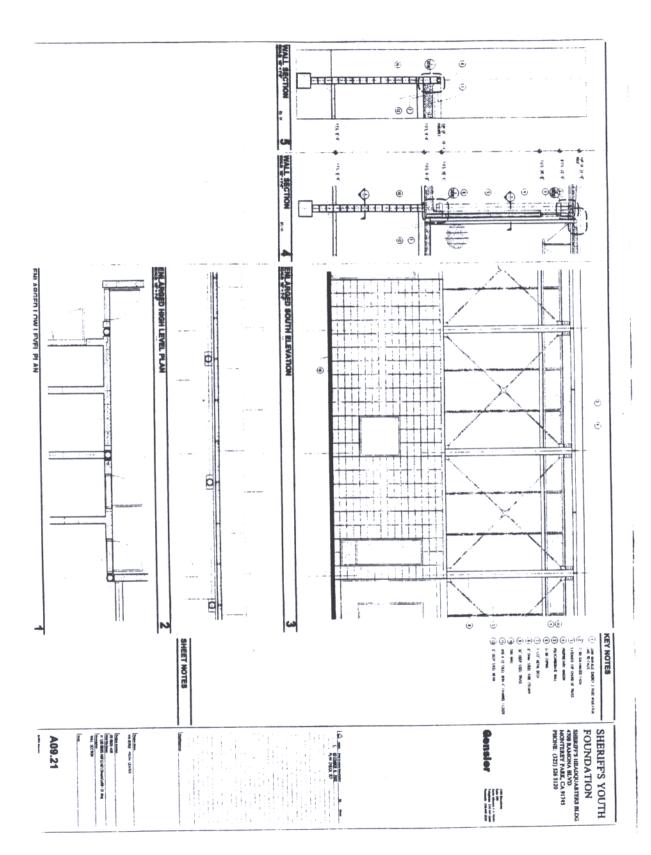
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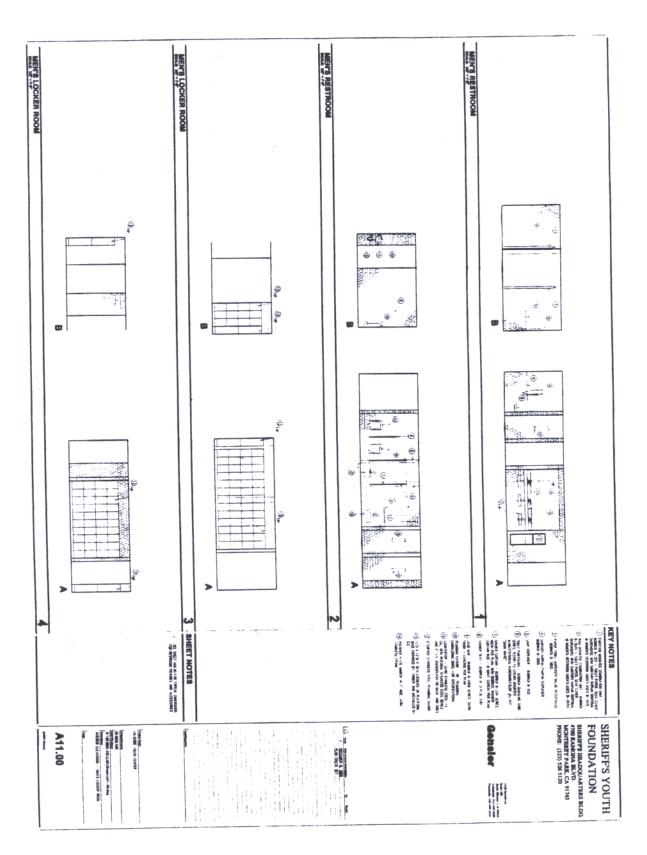


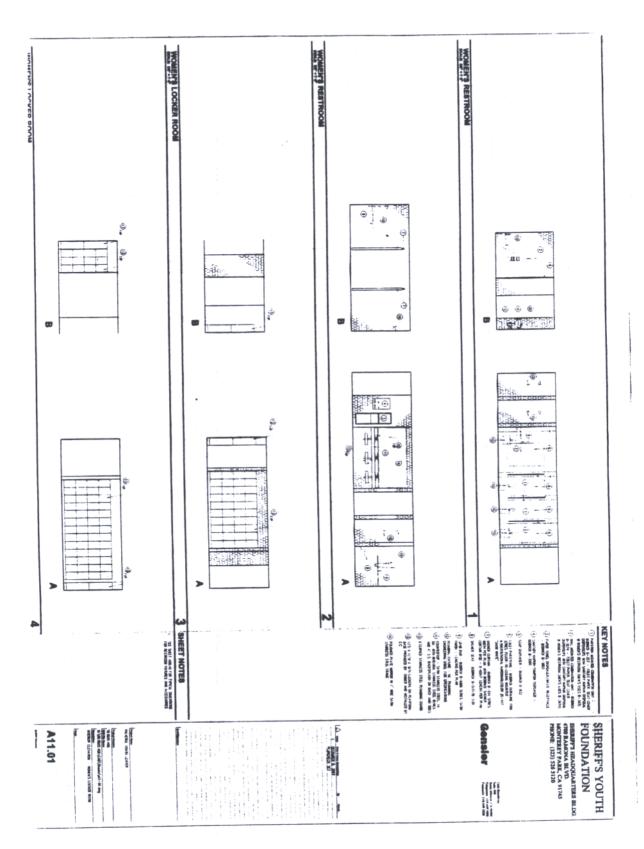


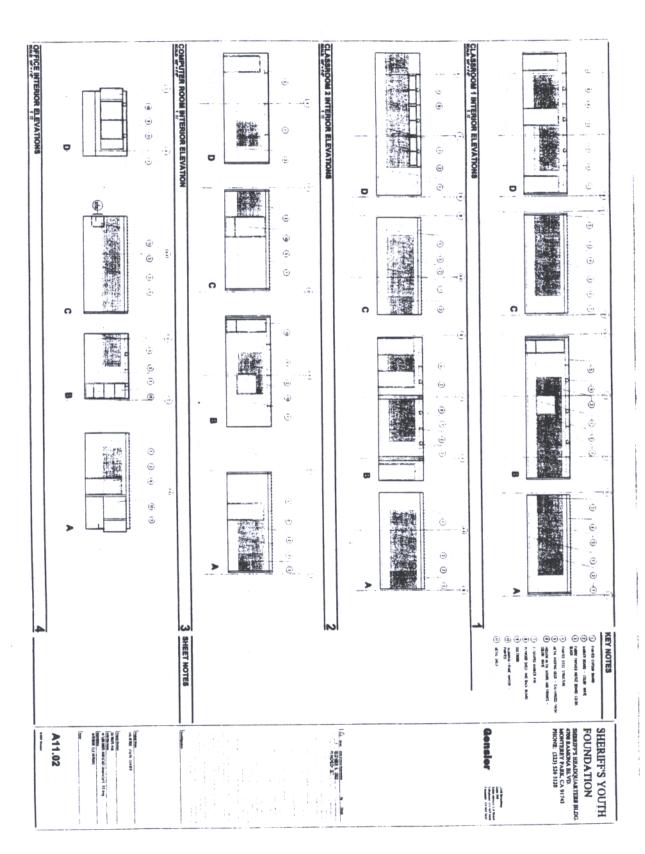


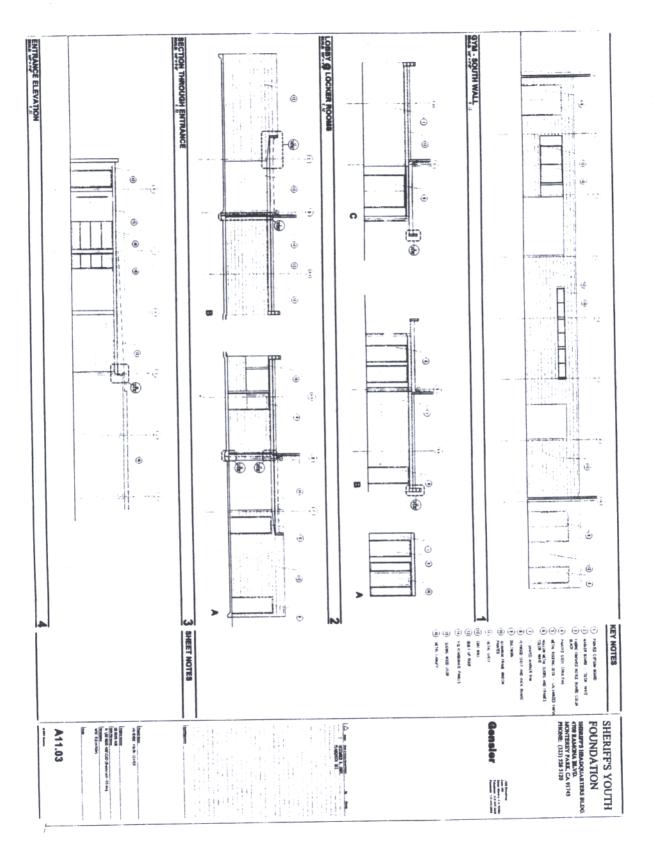


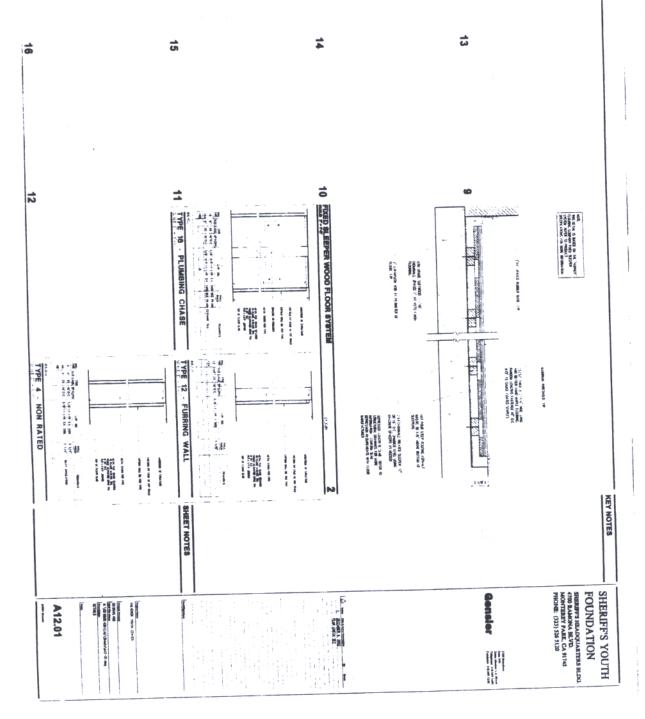


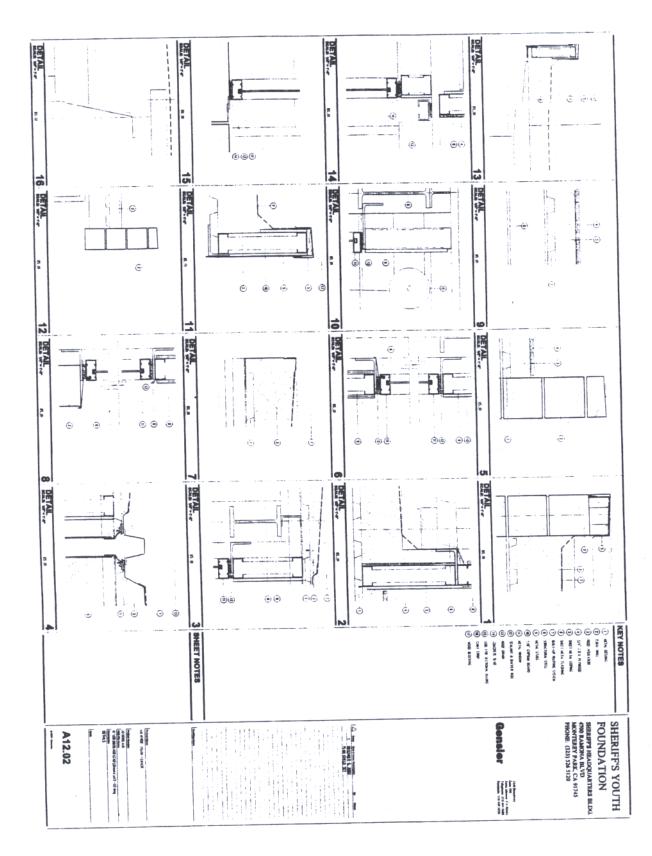












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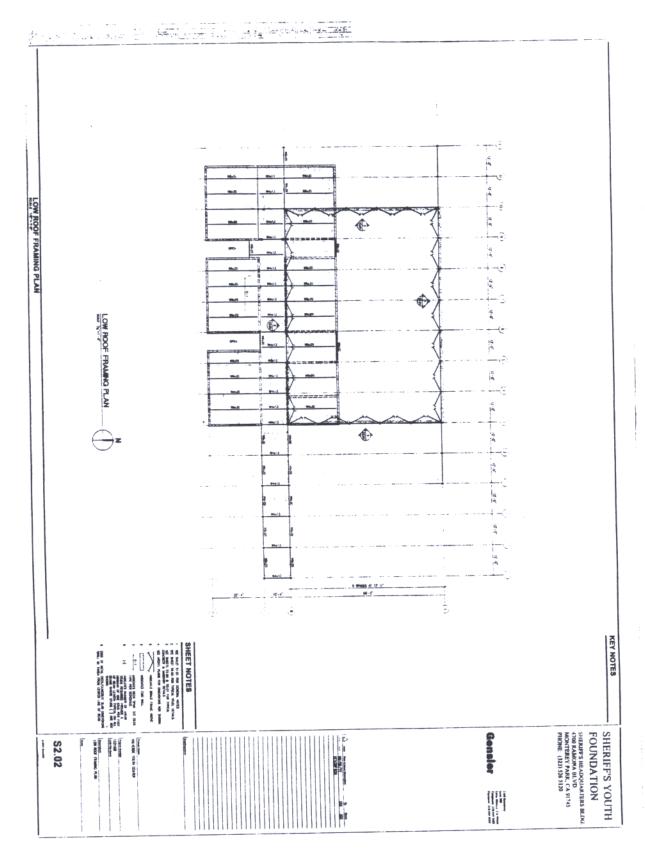
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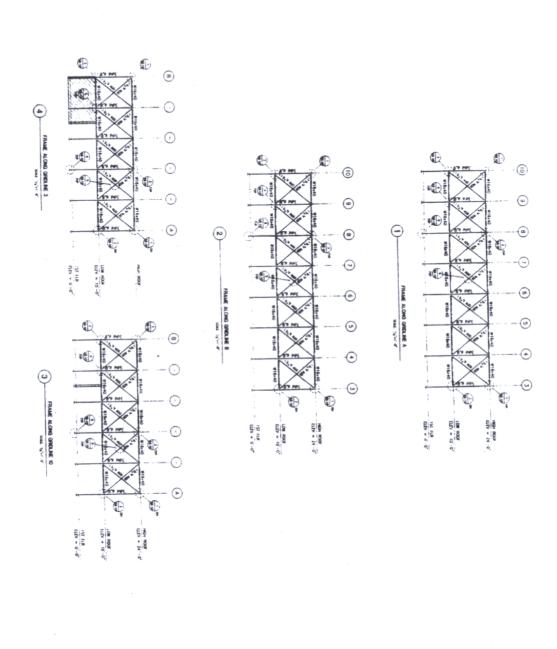
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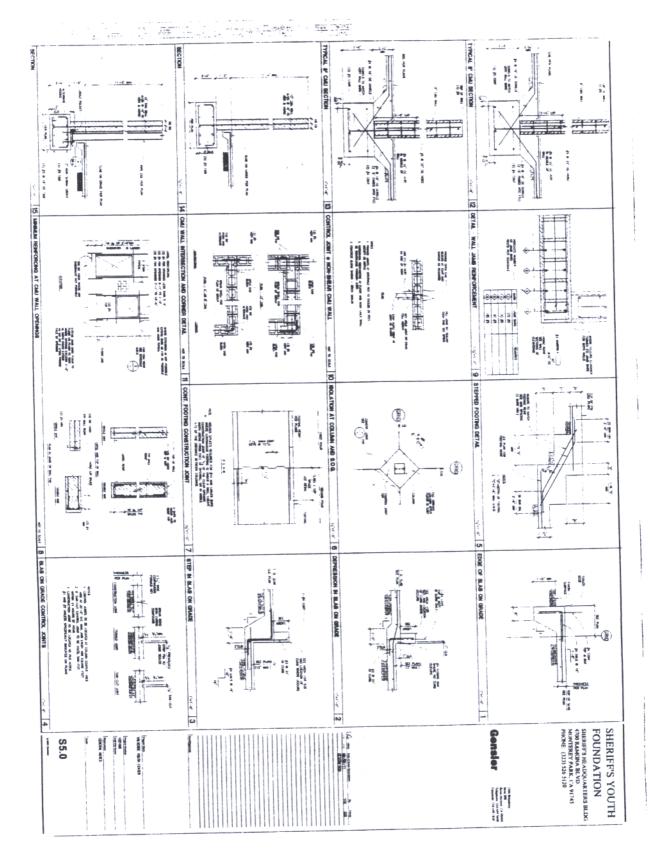
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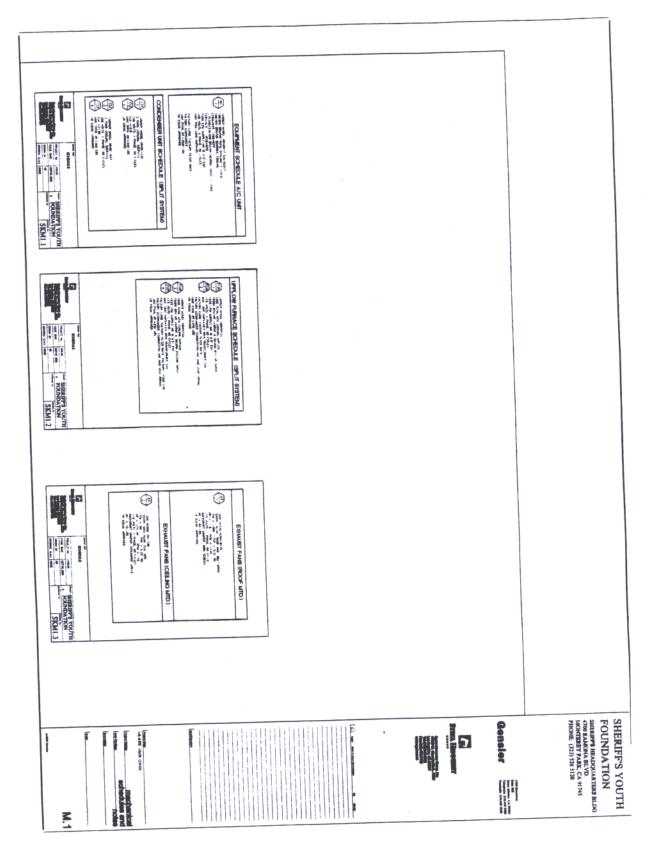
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